



**CITY OF CORNING
CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 9, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250.

A. **CALL TO ORDER:** 6:30 p.m.

B. **ROLL CALL:**

Council: Dave Demo
Karen Burnett
Shelly Hargens
Jose "Chuy" Valerio
Mayor: Robert Snow

All members of the City Council were present except Councilor Demo.

C. **PLEDGE OF ALLEGIANCE:** Led by the City Manager.

D. **INVOCATION:** Led by Councilor Burnett.

E. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:**

1. **PROCLAMATION:** February 2021 Teen Dating Violence and Prevention Month. Maggie Michael, Empower Tehama Domestic Violence Victims Advocate will be present to accept the Proclamation.

2. **COVID-19 Update by City Manager.**

F. **PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:** If there is anyone in the audience wishing to speak on items not already set on the Agenda, please come to the podium, and briefly identify the matter you wish to have placed on the Agenda. The Commission will then determine if such matter will be placed on the Agenda for this meeting, scheduled for a subsequent meeting, or recommend other appropriate action. If the matter is placed on tonight's Agenda, you will have the opportunity later in the meeting to return to the podium to discuss the issue. The law prohibits the Commission from taking formal action on the issue, however unless it is placed on the Agenda for a later meeting so that interested members of the public will have a chance to appear and speak on the subject.

G. **CONSENT AGENDA:** It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience request separate discussion and/or action.

4. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**

5. **Waive the reading and approve the Minutes of the January 26, 2021 meeting with any necessary corrections.**

6. **February 3, 2021 Claim Warrant in the amount of \$361,893.79.**

7. **February 3, 2021 Business License Report.**

8. **January 2021 Wages & Salaries: \$383,393.37.**

9. **January 2021 Treasurer's Report.**

10. **January 2021 Building Permit Valuation Report in the amount of \$7,249,334.**

11. **January 2021 City of Corning Wastewater Operations Summary Report.**

12. **Adopt Resolution 02-09-2021-01 accepting the \$100,000 2020/2021 California Citizens Options for Public Safety Grant.**

13. **Appoint Tony Cardenas as the Nuisance Abatement/Code Enforcement Hearing Officer.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

13. **Authorize Staff to seek Requests for Proposals (RFP) for services to provide a Comprehensive User and Development Impact Fees Study.**

14. **Consider approval of the proposed Addendum to Agreement with New Cingular Wireless PCS, LLC for Generator Ground Lease Space.**

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:

M. REPORTS FROM MAYOR AND COUNCIL MEMBERS: City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).

Demo:

Burnett:

Hargens:

Valerio:

Snow:

N. ADJOURNMENT!:

POSTED: FRIDAY, FEBRUARY 5, 2021

PROCLAMATION
FEBRUARY 2021
AS
TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH

WHEREAS, although progress has been made toward breaking the cycle of violence and providing support to victims and their families, much work remains to be done;

WHEREAS, teen dating violence, also known as dating abuse, is a serious and growing problem throughout California, and teen dating violence intervention and prevention programs can help to ensure a positive school climate, promote a safe learning environment for all pupils, address warning signs before behaviors escalate, and protect the safety of targeted students; and

WHEREAS, each year, an estimated 1 in 10 American teenagers are physically hurt on purpose by a boyfriend or girlfriend, and according to the Centers for Disease Control and Prevention nearly 10 percent of High School Students have been hit, slapped, or physically hurt on purpose by a boyfriend or girlfriend in the past year; and

WHEREAS, according to the Center for Disease Control and Prevention, Dating Matters: Strategies to Promote Healthy Teen Relationships, 1 in 4 adolescents report verbal, emotional, physical, or sexual dating abuse each year; and

WHEREAS, victims of teen dating violence are more likely than their non-abused peers to be truant, dropout, engage in risky sexual behaviors, become pregnant, smoke, use drugs, engage in unhealthy dieting, and attempt or consider suicide; and

WHEREAS, nearly half of students who experience dating violence have reported that some of the abuse took place on school grounds; and

WHEREAS, the establishment of Teen Dating Violence Awareness and Prevention Month will benefit schools, communities, families, and all youth.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Corning proclaims February 2021 as **Teen Dating Violence Awareness and Prevention Month** in the City of Corning. We urge all citizens to work together towards:

- Ending teen dating violence by empowering young people to develop healthier relationships; and
- Assisting victims in accessing the information and supportive services needed;

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 9th day of February 2021.

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk



**CITY OF CORNING
SPECIAL CITY COUNCIL
CLOSED SESSION AGENDA
TUESDAY, JANUARY 26, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250.

A. CALL TO ORDER: 6:15 p.m.

B. ROLL CALL:

Council:

**Dave Demo
Karen Burnett
Shelly Hargens
Jose "Chuy" Valerio
Robert Snow**

Mayor:

All members of the City Council were present.

C. PUBLIC COMMENTS: None.

D. REGULAR AGENDA:

**1. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation (§ 54956.9.)
One Case:**

Name of Case: (People v. Bucky Lee, Inc., Case No. 19CR-002563)

E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION: 6:30 p.m., Mayor Snow reported that Council gave Staff direction.

Lisa M. Linnet, City Clerk



**CITY OF CORNING
CITY COUNCIL MEETING AGENDA
TUESDAY, JANUARY 26, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

A. CALL TO ORDER: 6:30 p.m.

B. ROLL CALL:

Council:

**Dave Demo
Karen Burnett
Shelly Hargens
Jose "Chuy" Valerio
Robert Snow**

Mayor:

All members of the City Council were present.

C. PLEDGE OF ALLEGIANCE: Led by the City Manager.

D. INVOCATION: Led by Councilwoman Burnett.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

1. Update on COVID-19 by City Manager Kristina Miller.

City Manager Miller briefed the Council on the status of COVID-19 within the County. She stated that currently there is a decline in cases and the State has stopped the Stay-at-Home Order. She provided information on vaccine availability and number of vaccinations issued within the County.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

Blaine Smith, 1521 Fig Lane addressed the Council regarding the issue of drivers speeding on Fig Lane, or as he calls it Corning's Drag Strip, between Houghton Avenue and Sixth Street. He suggested establishing a community-based Speed Awareness Program to reduce speeding on City Streets.

G. CONSENT AGENDA: It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience request separate discussion and/or action.

2. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
3. **Waive the reading and approve the Minutes with any necessary corrections of the following meetings:**
 - a. **December 22, 2020 Special City Council Closed Session, Special Joint City Council/Planning Commission Meeting, and Regular City Council Meeting.**
 - b. **January 12, 2021 Closed Session and Regular City Council Meeting.**
4. **January 20, 2021 Claim Warrant in the amount of \$483,800.62.**
5. **January 20, 2021 Business License Report.**
6. **Approve Letter of Support for the Tehama County Transportation Commission's Sustainable Transportation Planning Grant Application to develop a Public Mobility Incident Response Plan.**
7. **Ordinance No. 695, an Ordinance amending Chapters 8.08, 8.14, and 8.25 to Title 8 of the Corning Municipal Code creating a Nuisance Abatement Process. (Second Reading and Adoption.**

Councilor Hargens requested pulling Consent Item No. 7 for further discussion and clarification on how it relates noise issues. Councilor Valerio moved to approve Consent Items 2-6; Councilor Demo seconded the motion. **Ayes: Snow, Demo, Burnett, Hargens, and Valerio. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

7. **Ordinance No. 695, an Ordinance amending Chapters 8.08, 8.14, and 8.25 to Title 8 of the Corning Municipal Code creating a Nuisance Abatement Process. (Second Reading and Adoption.**

Presented by City Attorney Collin Bogener who explained how this Ordinance will address noise as a nuisance. He stated that he had discussed this with Staff, specifically the Police Chief and also compared this Ordinance to that currently utilized in Anderson and Redding with success. Councilor Hargens stated her concern that this will be hard for the public to find. City Manager Miller stated that this is referenced in the Minutes of the Meetings, placed on the City's website, and will be included in the City's Municipal Code. Chief Fears asks if this could be highlighted specifically in its own section of the Municipal Code so that it will be easier for the public to find within the document. City Attorney Bogener stated that some changes could possibly be made without readvertising, and possibly move to it to a subsection "r" to make it clearer for the public to locate within the Municipal Code. He stated that he will confirm whether it is legally required to bring this back before Council for a third time; if it is determined it is necessary, it will be brought back to Council at the next meeting.

Councilor Demo moved to accept for second reading and adoption, Ordinance 695, an Ordinance of the City of Corning amending Chapters 8.08, 8.14, and 8.25 to Title 8 of the Corning Municipal Code revising the Nuisance Abatement Process; approve Summary Ordinance 695 for Publication purposes and direct the City Clerk to read the Ordinance by Title Only. Councilor Burnett seconded the motion. , approved by a 5-0 vote. **Ayes: Snow, Demo, Burnett, Hargens, and Valerio. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

I. PUBLIC HEARINGS AND MEETINGS:

8. Public Hearing: Consideration of Potential Programs for inclusion in the State Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act (CDBG-CV-2/3) Application.

Presented by City Manager Miller. She stated that the California State Department of Housing and Community Development (HCD) published a Notice of Funding Availability (NOFA) for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CDBG-CV1) funds on June 5, 2020 for \$18.7 million in funding. The City has already made application for CV1 Funds for the Council allocated Business Assistance Program and is awaiting our contract to begin implementation. A maximum of two (2) additional activities will be allowed under this application cycle. Each activity must expend all funds within 24 months of the contract execution. If desired, the City may allocate additional funding to the Business Assistance Program awarded under the CV1 funding contract.

Additional funding has been made available to the Department and will be allocated to the Cities and Counties; the NOFA was released in late December. The State has received a total of \$113,263,490 in CV2, and \$18,031,478 in CV3 funding, the City of Corning has been allocated \$281,839. Therefore, the City has the opportunity to apply for another two rounds to the tune of the \$281,839 that has been allocated to the City.

City Manager Miller informed the Council of the various opportunities for these COVID Grants however she stated that the process is very administratively onerous/difficult. She stated that she is looking for a Consultant to provide the administrative work associated with the grant however to date she has not found one. She further stated that in preparation for obtaining the grant funds, the City is required to obtain public comment regarding types of funding needed, etc. The City has sought comments utilizing social media and received very little response, and as this is a public hearing to obtain comments, we have very few people present tonight, possibly due to the weather. She listed the options for use of these funds and stated she recommends utilizing it to help pay for resident/business water, sewer and PG&E debts incurred to date as a result of the COVID Pandemic. Ms. Miller announced that the City has to date incurred over \$100,000 in bad debt for City utilities. Utilizing the funds in this manner could be beneficial to not only our citizens, but the City as well. She also stated it could be used for business assistance similar to what has been previously done.

The Public Hearing was opened at 7:01 p.m.; Councilor Hargens asked if the water/sewer debt could be assisted through the Community Action Agency. City Manager Miller stated that the Community Action Agency has a limited amount of funds and most likely cannot cover the \$100,000. Ms. Miller also alluded to the fact that because of this water/sewer debt, the City cannot meet the requirements of our water/sewer refinancing contract covenant; the City may be required to raise City water/sewer rates. With no further comments, the Public Hearing was closed at 7:06 p.m.

By Council Consensus, they directed funding received under CV2 and CV3 to go towards:

- Utility Payment Assistance;
- Business Technical Debt Assistance; and
- Utilize the full 13% allowed for administration costs.

City Manager Miller announced that the Grant Application is due Feb. 12th and therefore may need to schedule a special meeting to approve the associated Resolution.

J. REGULAR AGENDA: None.

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR: None.

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION: None.

M. REPORTS FROM MAYOR AND COUNCIL MEMBERS: City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).

Snow: Attended his first TCTC meeting and reported that they will be applying for a CEQA Study Grant. Stated he had attended the Chamber of Commerce Board meeting the other night and swore in their new officers. He also stated he attended a Cemetery District Board Meeting.

Valerio: Attended the Chamber of Commerce Meeting. Announced that they are planning on holding their Installation Dinner on Saturday, March 27th at 5 pm if allowed and that it will be held at the Corning Veterans Hall.

Demo: Nothing

Burnett: Went on a tour of the Tehama County Landfill and will attend her first JPA meeting on the 4th.

Hargens: Announced that she had participated in a Zoom Meeting for the Tripartite Board and stated it was interesting. They have a lot of masks and sanitizer available.

N. ADJOURNMENT!: 7:12 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: February 3, 2021

SUBJECT: Cash Disbursement Detail Report for the
Tuesday February 9, 2021 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 01-29-21	\$	25,902.77
B.	Payroll Disbursements	Ending 01-29-21	\$	132,846.29
C.	Cash Disbursements	Ending 02-03-21	\$	203,144.73

GRAND TOTAL \$ 361,893.79

REPORT.: Jan 29 21 Friday
 RUN....: Jan 29 21 Time: 13:35
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 01-21 thru 01-21 Bank Account.: 1020

PAGE: 001
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
030572	01/25/21	PEN01	PENDERGRAFT, JAMES	60.00	210121	PANT REIMBURSEMENT-PW ADMIN
030573	01/25/21	SIM03	SIMS, LORI	34.31	210125	OFFICE SUPPLIES-FINANCE
030574	01/26/21	PET05	PETERSEN, MATTHEW NATHEN	501.00	210126	TRAINING/ED-FIRE
030575	01/27/21	AB109	AB109 AUTOSHOP	3060.00	768	VEH REPLAC-CAP IMPROV
030576	01/27/21	BAS01	BASIC LABORATORY, INC	105.40	2100699	ProfServices Water Dept
				162.40	2100702	ProfServices Water Dept
			Check Total.....:	267.80		
030577	01/27/21	BEY00	BEYOND TRUST CORPORATION	1447.04	Q3743582	COMPUTER REPLAC-POLICE
030578	01/27/21	COR08	CORNING LUMBER CO INC	301.53	210125	MAT & SUPPLIES-
030579	01/27/21	COR11	CORNING SAFE & LOCK	77.58	799	MAT & SUPPLIES-AIRPORT
030580	01/27/21	COR55	CORRY, CHASE	14.00	01202021	K-9 PROGRAM-POLICE
030581	01/27/21	CRO05	CROSS PETROLEUM	1171.81	CL04454	VEH OP/MAINT-
030582	01/27/21	DEP12	DEPT OF JUSTICE	383.00	486685	PROF SVCS-POLICE
030583	01/27/21	DOW01	DOWN RANGE	158.70	416467	UNIFORMS/CLOTH-POLICE
030584	01/27/21	GRA02	GRAINGER, W.W., INC	11.77	978067337	MAT & SUPPLIES-AIRPORT
030585	01/27/21	HEW01	HEWITT, MATTHEW	92.51	01192021	TRAINING/ED-POLICE
030586	01/27/21	HIT01	HI-TECH EMER VEH SERV, INC	153.72	169442	VEH OP/MAINT-FIRE
030587	01/27/21	JOH01	EVAN JOHNSON CONSTRUCTION	2130.00	264	CG&S REPLAC-STR
030588	01/27/21	LEA01	LEAGUE OF CALIF CITIES	5111.00	640615	ASSOC DUES-CITY COUNCIL
030589	01/27/21	PGE2B	PG&E	372.10	7979825-2	SOLAR-WWTP
030590	01/27/21	PRO11	PROFORCE LAW ENFORCEMENT	856.62	435777	SAFETY ITEMS-POLICE
030591	01/27/21	RED15	RED TRUCK ROCK YARD, LLC	178.57	1222	PARK IMP FUND-PARK SPEC PROJ
030592	01/27/21	SUB01	SUBURBAN PROPANE	60.00	23977	PROPANE-AIRPORT
030593	01/27/21	VCA01	VCA VALLEY OAK VETERINARY	72.00	854249833	K9 PROGRAM-POLICE
030594	01/27/21	XER00	XEROX CORPORATION	25.48	012314332	EQUIP MAINT-DISPATCH
030595	01/28/21	COR11	CORNING SAFE & LOCK	8.08	0801	MAT & SUPPLIES-REC
				9.70	0802	MAT & SUPPLIES-REC
			Check Total.....:	17.78		
030596	01/28/21	COR13	CORNING VOLUNTEER FIRE	672.00	210127	PROF SVCS-FIRE
030597	01/28/21	ECO05	ECORP CONSULTING, INC.	270.00	92288	PROF SVCS-PLANNING
030598	01/28/21	GAB00	GABBARD, BRYAN	217.50	210128	REC INSTRUCTOR-REC
030599	01/28/21	HIT01	HI-TECH EMER VEH SERV, INC	99.56	169461	VEH OP/MAINT-FIRE
030600	01/28/21	PGE2B	PG&E	7753.45	210125	ELECT-WWTP
030601	01/29/21	WEB02	WEBSTER, WAYNE C.	210.00	210128	REC INSTRUCTOR-REC
030602	01/29/21	HOP00	HOPKINS, MARISSA ANN	55.00	210129	REC INSTRUCTOR-REC
030603	01/29/21	\H076	MARTIN HOYT	6.07	000C10101	MQ CUSTOMER REFUND FOR HOY0001
030604	01/29/21	\M144	MARIA MAZARIEGOS	19.92	000C10101	MQ CUSTOMER REFUND FOR MA20003
030605	01/29/21	\P060	CARMEN PEREZ	40.95	000C10101	MQ CUSTOMER REFUND FOR PER0004
			Cash Account Total.....:	25902.77		
			Total Disbursements.....:	25902.77		
			Cash Account Total.....:	.00		

REPORT.: Jan 29 21 Friday
 RUN....: Jan 29 21 Time: 13:35
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 01-21 thru 01-21 Bank Account.: 1025

PAGE: 002
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
12324	01/27/21	BAN03	POLICE OFFICER ASSOC.	325.00	C10127	POLICE OFFICER ASSOC
12325	01/27/21	BAN06	BANNER BANK	3295.22	C10127	HSA DEDUCTIBLE
12326	01/27/21	CAL37	CALIFORNIA STATE DISBURSE	138.46	C10127	WITHHOLDING ORDER
12327	01/27/21	EDD01	EMPLOYMENT DEVELOPMENT	4725.66 1581.72	C10127 1C10127	STATE INCOME TAX SDI
			Check Total.....:	6307.38		
12328	01/27/21	FED00	FEDERAL PAYROLL TAXES (EF	13104.98 16148.00 3776.54	C10127 1C10127 2C10127	FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....:	33029.52		
12329	01/27/21	ICM01	ICMA RETIREMENT TRUST-457	2149.05 185.00	C10127 1C10127	ICMA DEF. COMP ICMA DEF. COMP ER PD
			Check Total.....:	2334.05		
12330	01/27/21	PERS1	PUBLIC EMPLOYEES RETIRE	24831.56	C10127	PERS PAYROLL REMITTANCE
12331	01/27/21	PERS4	Cal Pers 457 Def. Comp	2177.04 490.00	C10127 1C10127	PERS DEF. COMP. PERS DEF. COMP. ER P
			Check Total.....:	2667.04		
12332	01/27/21	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C10127	WageOrder F#20000149
12333	01/27/21	VAL06	VALIC	2403.76 232.50	C10127 1C10127	AIG VALIC P TAX AIG VALIC P TAX ER P
			Check Total.....:	2636.26		
12334	01/29/21	AFL01	AMERICAN FAMILY LIFE	998.70 126.28	C10131 1C10131	AFLAC INS.PRE TAX AFLAC INS.AFTER TAX
			Check Total.....:	1124.98		
12335	01/29/21	BLU02	BLUE SHIELD OF CALIFORNIA	17419.63	C10131	MEDICAL INSURANCE
12336	01/29/21	OEU01	OPERATING ENGINEERS #3	33052.00	C10131	MEDICAL INSURANCE
12337	01/29/21	OEU02	OPERATING ENG. (DUES)	330.00 792.00 567.00 767.00	C10131 1C10131 2C10131 3C10131	UNION DUES MGMNT UNION DUES POLICE UNION DUES DISPATCH UNION DUES-MISC
			Check Total.....:	2456.00		
12338	01/29/21	PRI04	PRINCIPAL PLIC-SBD GRAND	2066.52 257.98 793.80	C10131 1C10131 2C10131	DENTAL INSURANCE VISION INSURANCE LIFE INSURANCE
			Check Total.....:	3118.30		
			Cash Account Total.....:	132846.29		
			Total Disbursements.....:	132846.29		

REPORT.: Feb 03 21 Wednesday
 RUN....: Feb 03 21 Time: 15:25
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 02-21 thru 02-21 Bank Account.: 1020

PAGE: 001
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
030606	02/01/21	COR07	CORBIN WILLITS SYSTEMS, I	699.44	000C102011	EQUIP MAINT-FINANCE
030607	02/01/21	COR09	CORNING CHAMBER OF COMM.	1000.00	000C102011	CngChamberComm. Economic
030608	02/01/21	DEM02	DEMO, DAVID LEWIS	104.70	000C102011	PROF SVCS-FIRE DEPT
030609	02/01/21	MOO07	MOORE & BOGENER, INC.	5525.00	000C102031	CONSULTING SVCS-LGL SVCS
030610	02/01/21	OCH01	OCHOA CLEANING	4520.73	000C102011	JANITORIAL SERVICES-
030611	02/01/21	PIT01	PITNEY BOWES	183.80	000C102011	Rents/Leases Finance Dept
030612	02/01/21	ROD10	RODRIGUEZ, JESENIA	240.00	210201	REC INSTRUCTOR-REC
030613	02/01/21	SCH16	SCHLERETH, DAYMON WAYNE	54.70	000C102011	PROF SVCS-FIRE DEPT
030614	02/01/21	JAC00	JA CUSTOMS	385.00	15016902	VEH OP/MAINT-POLICE
030615	02/01/21	BAS01	BASIC LABORATORY, INC	105.40 162.40	2100924 2100926	ProfServices Water Dept ProfServices Water Dept
			Check Total.....:	267.80		
030616	02/01/21	BIG02	BIG VALLEY SANITATION, IN	430.00	83205	BLD MAINT-AIRPORT
030617	02/01/21	CPS01	CPS HUMAN RESOURCE CONSUL	473.00	SOP52252	PROF SVCS-PW ADMIN
030618	02/01/21	DEP03	DEPT OF TRANS/CAL TRANS	1573.24	21006381	Equip.Maint. St&Trf Light
030619	02/01/21	DEP12	DEPT OF JUSTICE	35.00	490696	PROF SVCS-POLICE
030620	02/01/21	DM001	DM-TECH	119.90	202102011	COMMUNICATIONS-GEN CITY
030621	02/01/21	DOW01	DOWN RANGE	1640.93	418420	SPEEDPLATES-POLICE CAP REPLAC
030622	02/01/21	GRA02	GRAINGER, W.W., INC	29.26	979057114	MAT & SUPPLIES-PARKS
030623	02/01/21	INF00	INFRAMARK, LLC	72936.42	59629	PROF SVCS-
030624	02/01/21	INL01	INLAND BUSINESS SYSTEMS	89.44	IN1805518	COMMUNICATIONS-
030625	02/01/21	NAP01	NAPA AUTO PARTS	69.10	210125	MAT & SUPPLIES-
030626	02/01/21	OFF01	OFFICE DEPOT, INC.	92.29	149924327	OFFOCE SUPPLIES-DISPATCH
030627	02/01/21	PGE2A	PG&E	34.67 192.06 110.31	210126 210128 210128A	ELECT-CORNING COMMUNITY PARK ELECT-MCDONALD,CASSANDRA,SALADO L&L & TOOMES AVE ELECT-MARTINI PLAZA
			Check Total.....:	337.04		
030628	02/01/21	PRE07	PRECISION WIRELESS SERVIC	1060.00	37932	COMPUTER REPLAC-POLICE
030629	02/01/21	QUI02	QUILL CORPORATION	177.78	14218150	COMP/EQUIP/SOFT-ADMIN
030630	02/01/21	RED15	RED TRUCK ROCK YARD, LLC	74.41	1226	PARK IMP FUND-PARK SPEC PROJ
030631	02/01/21	S&L00	S & L BREWER ENTERPRISES	250.00	21CORN01	K9 PROGAM-POLICE
030632	02/01/21	WAL02	WALKER PRINTING	64.64	39231	PRINT/ADVERT-DISPATCH
030633	02/01/21	WAT02	WATSON, THOMAS J.	38.58	01272021	COMPUTER REPLAC-POLICE
030634	02/02/21	BRI00	BRIMM, MARIANA	53.14	20210128	MAT & SUPPLIES-FINANCE
030635	02/02/21	CAM02	FERGUSON ENTERPRISES INC.	242.46	1603470	MAT & SUPPLIES-SWR
030636	02/02/21	INF00	INFRAMARK, LLC	63120.71	59837	PROF SVCS-
030637	02/02/21	MCC07	MCCOY'S HARDWARE & SUPPLY	619.33	210127	MAT & SUPPLIES-
030638	02/02/21	RIV04	RIVER CITIES COUNSELING,	34126.36	745	COUNSELOR-PROP 47 CYCLE 2
030639	02/03/21	ACC00	ACCESS INFORMATION MANAGE	225.52	8602820	EQUIP MAINT-GEN CITY
030640	02/03/21	AIR00	AIRGAS USA, LLC	60.76	997741273	MAT & SUPPLIES-FIRE
030641	02/03/21	ATT02	AT&T	816.63	15945312	COMMUNICATIONS-
030642	02/03/21	ATT15	AT&T MOBILITY	515.00	210119	COMMUNICATIONS-
030643	02/03/21	CRO05	CROSS PETROLEUM	884.52 1325.19 403.90	CL04805 CL04806 CL05166	MAT & SUPPLIES- VEH OP/MAINT- VEH OP/MAINT-FIRE
			Check Total.....:	2613.61		
030644	02/03/21	DHT00	DH TOOLS INC	1615.17	020321241	EQUIP MAINT-MECH MAINT
030645	02/03/21	FIR05	FIRST NATIONAL BANK OMAHA	1099.80	210127	MAT & SUPPLIES-
030646	02/03/21	GRA06	GRAHAM, KALE	860.00	477	PROF SVCS-BLD & SAFETY

REPORT.: Feb 03 21 Wednesday
 RUN...: Feb 03 21 Time: 15:25
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 02-21 thru 02-21 Bank Account.: 1020

PAGE: 002
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
030647	02/03/21	HOL04	HOLIDAY MARKET #32	7.98	003202092	MAT & SUPPLIES-BLD MAINT
030648	02/03/21	LEH03	LEHR AUTO ELECTRIC	1599.09	S156657	VEH OP/MAINT-POLICE
030649	02/03/21	MIN01	MINDSHARE	460.00	1756	COMPUTER REPLAC-POLICE
030650	02/03/21	PGE2A	PG&E	37.92	210129	ELECT-CLELAND PROP
030651	02/03/21	PRE07	PRECISION WIRELESS SERVIC	425.00	37955	COMPUTER REPLAC-POLICE
030652	02/03/21	QUI02	QUILL CORPORATION	22.00	14098066	OFFICE SUPPLIES-
030653	02/03/21	RED01	RED BLUFF DAILY NEWS	56.36	210113	COMMUNICATIONS-GEN CITY
030654	02/03/21	RED14	RED BLUFF OUTDOOR POWER,	99.19	45721278	CLEANING CONTRACT-STR
				434.21	45721512	CLEANING CONTRACT-STR
			Check Total.....	533.40		
030655	02/03/21	TEH03	TEHAMA COUNTY E.A.C.	45.00	2021-2/3	ASSOC DUES-CITY ADMIN
030656	02/03/21	TEH30	TEHAMA CNTY AIR POLLUTION	342.00	2021PT037	EQUIP MAINT-
030657	02/03/21	THO01	THOMES CREEK ROCK CO	882.09	210131	MAT & SUPPLIES-
030658	02/03/21	VAL04	VALLEY TRUCK & TRACTOR CO	293.20	1055191	MAT & SUPPLIES-PARKS
			Cash Account Total.....	203144.73		
			Total Disbursements.....	203144.73		

Date.: Feb 3, 2021
 Time.: 3:35 pm
 Run by: LORI SIMS

CITY OF CORNING
 NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
 List.: NEWB
 Group: WTFMBM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
ASIAN GARDEN	908 HIGHWAY 99W STE C	CORNING, CA 96021	ASIAN FOOD RESTAURANT	02/02/21
HECTOR'S HANDYMAN &	417 MARIN ST	CORNING, CA 96021	SMALL HOUSE REPAIR, PAINTING, ALL LAWN S	01/22/21
MICHNAYA	1744 PALM AVE	CORNING, CA 96021	TREE SERVICES	01/22/21
OLEIRA CREATIONS	2078 NORTH ST	CORNING, CA 96021	CUSTOM/PERSONALIZED CRAFTS (TUMBLERS, HO	01/22/21

CITY OF CORNING

TREASURER'S REPORT

JANUARY 2021

<u>AGENCY</u>		<u>BALANCE</u>	<u>RATE</u>
Local Agency Investment Fund	\$	8,060,617.40	0.63%

Respectfully submitted:

Laura L. Calkins
City Treasurer



Monthly Permit Report

01/01/2021 - 01/31/2021

Permit #	Permit Date	Main Status	Parcel Address	Owner Name	Permit Type	Project Description	Project Cost
21017	1/29/2021		549 DEL NORTE	LEA, DAGOBERTO BOBADILLA & BOBADILLA, AGUSTINA	Roof	Tear off & reroof w/comp. shingles	\$10,410
21016	1/29/2021	ISSUED	712 CHESTNUT ST	CARDOSO, RICHARD & AMY	ReModel	Remodel	\$10,000
21015	1/28/2021		812 SOUTH ST	OLIVEIRA, JOHN B & OLIVEIRA, MARGARET A	Plumbing	Replace sewer line on site from house to SOR Transitor on property 50' and install cleanouts	\$3,675
21014	1/27/2021	Online Application	1543 PEACH ST	MUELLER, ROBERT ETAL TRS MUELLER TRUST 2/14/2008	Solar	Install roof mounted Solar PV System 12.58 KW 37 modules	\$27,676
21013	1/27/2021	Online Application	320 WALNUT ST	ACEVEDO, JUSTO SANABIA ETAL	Solar	Install roof mounted Solar PV system 6.8 KW 20 Modules New 240v/225a service panel 200a main disconnect	\$14,960
21012	1/26/2021		710 ALMOND ST	FLORES, ESTEBAN LUGO & FLORES, ELIDIA	Electrical	Electrical Upgrade	\$900
21011	1/26/2021	Online Application	1902 1ST ST	MEISTER, TIMOTHY G	Electrical	MPU - (N)225A/200A on End Feed	\$2,500
21010	1/21/2021	Approved	1745 TOOMES AVE	O'CONNOR, ANGELA M	Electrical	MPU - 200A Solar Ready MSP with 200A Main Breaker on End Feed	\$2,500
21009	1/20/2021	Approved	1212 FIG LN	ROUTH, MYLES ETAL	Mechanical	Replace wall heater and flue	\$2,173
21008	1/19/2021	Online Application			Building	Newly constructed 32 unit affordable rental apartments with related	\$7,130,000

						amenities and sitework; four 2-story residential buildings and one 1-story admin and community center building	
21007	1/14/2021	Under Review	1209 WEST ST	GREER, WILBERT H ETAL TRS GREER FAMILY TRUST 2/96	Solar	7.35 kW PV ROOF MOUNT 21 MODULES & MAIN BREAKER DE-RATE FROM 125A TO 100A	\$31,356
21006	1/12/2021	Cancelled	1484 LINK ST	HERNANDEZ, KARINA	Plumbing	Water Heater Replacement tank Like For Like	\$1,000
21005	1/12/2021	Cancelled			Plumbing	Water Heater Replacement tank Like For Like	\$1,000
21004	1/12/2021	ISSUED	1484 LINK ST	HERNANDEZ, KARINA	Plumbing	Water Heater Replacement tank Like For Like	\$1,000
21003	1/8/2021	Under Review	908 HWY 99W	SHAW, RICHARD ETAL TRS SHAW FAMILY TRUST 12/12/98	Fire Protection	Install new Ansul kitchen hood system	\$1,100
21002	1/4/2021	Online Application	1216 CENTER ST	HOWARD, ALAN S ETAL TRS HOWARD/ALDERMAN TRUST 7/19	HVAC	CHANGE OUT 24K BTU MINI SPLIT SYSTEM	\$8,684
21001	1/3/2021	Approved			Fence	Put up chain link fence in front and right side of house along the side walk its 4 feet tall by 100 feet in length	\$400
							\$7,249,334

Total Records: 17

2/4/2021

Page: 1 of 1



CITY OF CORNING WASTEWATER OPERATION SUMMARY REPORT JANUARY 2021

Below is a summary of the Monthly Operations report that will be available for review on February 2021.


- Completed monthly reports
- Attended weekly Covid-19 awareness meeting
- Held staff meeting to discuss facility operations and issues
- Changed chart on SO3 analyzer
- Held daily safety tailgate meetings
- Inspected eyewash stations and emergency showers
- Calibrated SO3 analyzer
- Cleaned SO2 pump
- Exercised emergency generator
- Submitted monthly ESMR/DMR
- Completed monthly test on chemical leak detectors
- Completed monthly receiving water sampling and lab testing

- Completed monthly facility inspection
- Submitted PFAS testing exemption request to regional board
- Attended meeting with Public Works Director regarding damaged generator transfer switch
- Completed accelerated testing for chronic toxicity test.
- Telstar Inc. on site to install new flow recorder
- Cleaned sections 6 and 7 of collection system
- Submitted completed Waste Discharge Application to regional board

January, 2021

Average Effluent Flow Monthly Average = 666,322 GPD

ITEM NO.: G-11
ADOPT RESOLUTION 02-09-2021-01
ACCEPTING THE 2020/21
CALIFORNIA CITIZEN'S OPTIONS
FOR PUBLIC SAFETY GRANT
FEBRUARY 09, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER 
JEREMIAH J. FEARS, POLICE CHIEF

SUMMARY:

The City of Corning is to be awarded \$100,000 as part of the California Citizens' Option for Public Safety Front-Line Law Enforcement Allocation Program. The funds are restricted to front-line law enforcement and may not be used to supplant services already budgeted.

BACKGROUND:

State law establishes in each County Treasury a Supplemental Law Enforcement Services Fund that receives an annual allocation from the State. These funds cannot be transferred to the City until the Supplemental Law Enforcement Oversight Committee certifies receipt of an approved expenditure plan, by Resolution, from the City Council. The City Council, at a public hearing, must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police.

The most recent State Budget funded another year of the California Citizens' Option for Public Safety (COPS) Program. The City of Corning will receive \$100,000 of the total program allotment, which must be expended by June 30, 2022.

Staff proposes that the 2020 COPS funds be expended during the 2021/2022 fiscal year to fund a police officer position. Excluding overtime, the current estimated salary and benefits for a police officer position is expected to exceed \$100,000. The balance of funds needed to fund the position will come from the General Fund.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION 02-09-2021-01 THEREBY ACCEPTING THE FUNDS OFFERED THROUGH THE CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW ENFORCEMENT ALLOCATION GRANT AND APPROVE THE USE OF THESE MONIES TO FUND A POLICE OFFICER POSITION.

RESOLUTION NO 02-09-2021-01
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CORNING
TO ACCEPT THE FUNDS OFFERED THROUGH THE
CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW
ENFORCEMENT GRANT PROGRAM

WHEREAS, as a condition of receiving the Citizens' Option for Public Safety Grant funds, the City Council must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police; and

WHEREAS, the City Council, at a public hearing, must approve appropriation of these funds;

NOW, THEREFORE BE IT RESOLVED that the City of Corning, in order to be eligible for the California Citizens' Option for Public Safety Grant funds has approved the expenditure of funds for a police officer position, as recommended by the Chief of Police and the City Manager.

This Resolution was introduced and adopted by the City Council of the City of Corning on the 9th day of February 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution No. 02-09-2021-01 was duly introduced, approved, and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 9th day of February 2021 by the votes listed above.

Lisa M. Linnet, City Clerk

RESOLUTION NO. 2020-127

**A RESOLUTION OF THE TEHAMA COUNTY BOARD OF SUPERVISORS
APPROVING EXPENDITURE PLANS FOR FY 2020/2021 BY CITIZENS' OPTIONS
FOR PUBLIC SAFETY PROGRAM FUND.**

WHEREAS, the Citizens Options for Public Safety (COPS) Program provides Supplemental Law Enforcement Services funds that shall be appropriated exclusively to provide front line law enforcement services, except as provided by statute for county jail construction and operation and for criminal prosecution;

WHEREAS, the Board of Supervisors shall consider the written expenditure requests submitted by the County Sheriff and the District Attorney for funding appropriation in accordance with Sections 30061 and 30063 of the Government Code; and

WHEREAS, the Board of Supervisors shall transmit approved expenditure plans to the County Supplemental Law Enforcement Oversight Committee for certification by the County Auditor.

NOW, THEREFORE, BE IT RESOLVED that the Tehama County Board of Supervisors, hereby approves the following expenditure plans and allocation of Supplemental Law Enforcement Services funds for 2020/2021 Fiscal Year.

Tehama County Sheriff / Front Line Law Enforcement: Salary and benefits for one Deputy Sheriff; Purchase one patrol vehicle using prior year funds	\$100,000
Tehama County Sheriff / Jail Operations: Partially fund one Correctional Officer	\$ 18,059
Tehama County Sheriff / City of Tehama: Salary and benefits for one Deputy Sheriff; Purchase three additional vehicles with prior year funds.	\$100,000
Tehama County District Attorney / Criminal Prosecution Salaries and benefits using prior year funds.	\$ 18,059

Page 2 of 2

The foregoing resolution was offered on a motion by Supervisor Garton, and seconded by Supervisor Chamblin, and adopted by the following vote of the Board:

AYES: Supervisors Garton, Chamblin, Carlson, Bundy and Williams

NOES: None

ABSENT OF NOT VOTING: None


STATE OF CALIFORNIA)

County of Tehama)

I, Jennifer Vise, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on the 24th day of November, 2020.

DATED: This _1st_ day of December, 2020.

Jennifer Vise, County Clerk and
Ex-Officio Clerk of the Board of
Supervisors of the County of
Tehama, State of California

By 
Deputy

**TEHAMA COUNTY
SUPPLEMENTAL LAW ENFORCEMENT OVERSIGHT COMMITTEE**

**Minutes
October 30, 2020 @ 9:01 a.m.
Virtual Meeting
<https://global.gotomeeting.com/join/910489821>**

Voting Members in Attendance:

**Tehama County Chief Administrator Bill Goodwin
Tehama Deputy County Sheriff David Hencratt
Coming Police Chief Jeremiah Fears
Matt Rogers, Tehama County District Attorney**

Others Present:

**Red Bluff Police Chief Kyle Sanders
Carolyn Steffan, Manager, City of Tehama
LeRoy Anderson, Tehama County Auditor
Trish Briel, Administrative Fiscal Manager**

The meeting was called to order at 9:01 a.m. and Bill Goodwin welcomed the participants.

Auditor LeRoy Anderson prefaced his Supplemental Law Enforcement Annual Report review with information about the COPS funding.

- Formal reporting requirements were rescinded with 2011 Realignment;
- COPS Funds are to be used to supplement, not supplant, agency budgets;
- Cities receive \$100,000 plus accumulated interest, less Administration fees;
- Red Bluff and Coming may use excess funds for purchase of items related to public safety;
- The Tehama County Sheriff / City of Tehama receive reimbursements and/or transfers for purchases;
- Funds are to be spent within two years of receipt;
- Remaining funds are encumbered;
- Supplemental requests or changes to funding requests that arise after the annual meeting should be submitted in a letter to the Tehama County Chief Administrator at 727 Oak Street, Suite 202, Red Bluff CA 96080;
- Pursuant to Government Code §30064, the Tehama County Board of Supervisors Resolution 95-1996 established the following five members of the Tehama County Supplemental Law Enforcement Oversight Committee:

- Municipal Police Chief – Tony Cardenas, City of Corning
- County Sheriff – Rob Heard, County of Tehama
- District Attorney – Jeff Thompson, County of Tehama
- Executive Officer – Rick Robinson, County of Tehama
- City Manager – Dick Bull, City of Red Bluff

Mr. Anderson reported the annual administrative fee will remain at \$97.00 per year per agency.

**Note: after discussing the membership list above following the conclusion of the 10/30/2020 SLEOC meeting, Bill Goodwin and LeRoy Anderson have decided to return to the Board of Supervisors to revise Resolution 95-1996 and eliminate the persons named to the Committee and instead list the member positions designated in Government Code §30064 (One municipal police chief, the county sheriff, the district attorney, the county's executive officer, and one city manager).*

FY 2020-2021 FUNDING REQUESTS

City of Corning

The City of Corning proposes to expend the current appropriation of \$100,000 to continue funding one police officer position, as in previous years. It should be noted that the current estimated salary and benefits for the officer are expected to exceed the \$100,000 appropriation. The balance of funds needed will come from the City of Corning General Fund

The Auditor reported the fund balance held in the treasury at FY 2019-20 Year End for the City of Corning was \$82,397.47. The City is contemplating the purchase of a radio repeater for the southside of Corning and/or encrypting dispatch and hand-held radios. A supplemental request will be submitted.

City of Red Bluff

The City of Red Bluff proposes to use the current \$100,000 allocation for the following:

\$ 70,833.00 Salaries/Benefits for two Community Service Officers;
\$ 5,280.00 Radio maintenance agreement
\$ 2,000.00 Volunteer programs
\$ 1,885.00 PLANIT Schedule Software
\$ 6,000.00 SWAT Equipment
\$ 13,905.00 Law Enforcement Equipment
\$ 97.00 Tehama County Administrative Fee
\$100,000.00

The Auditor reported the fund balance held in the treasury at FY 2019-20 Year End for the City of Red Bluff was \$49,649.06, and the City has made the following request:

\$29,649.06 CSO vehicle
\$20,000.00 Detective vehicle
\$49,649.06

These expenditures would fully expend the prior year fund balance.

Tehama County Sheriff

The Auditor reported the fund balance held in the treasury at FY 2019-20 Year End for the Tehama County Sheriff was \$146,211.52 and the current allocation is \$100,000. The Sheriff requests to make the following expenditures:

\$ 79,045.00 Fully fund one Deputy Sheriff allocation
\$ 50,000.00 Purchase one vehicle
\$129,045.00

This would leave a remaining balance of \$114,166.52.

Tehama County Sheriff – Jail

The Auditor reported the fund balance held in the treasury at FY 2019-20 Year End for the Tehama County Jail was \$56,488.63, and the current allocation is estimated at \$18,059. The Sheriff requests to make the following expenditures:

\$ 14,000.00 Partially fund one Correctional Officer

This would leave a remaining balance of \$60,547.63

Tehama County Sheriff – City of Tehama

The Auditor reported the fund balance held in the treasury at FY 2019-20 Year End for the Tehama County was \$245,752.13 and the current allocation is \$100,000. The Sheriff requests make the following expenditures:

\$100,000.00 Purchase two vehicles
\$ 79,045.00 Fully fund one Deputy Sheriff allocation
\$ 50,000.00 Purchase one additional vehicle
\$229,045.00

The City of Tehama also requests reimbursement from the current allocations noted above for the following items:

\$ 318.27 Current City alert phone contract

This would leave a remaining balance of \$116,388.86. The committee members discussed various options for expending the remaining funds for the benefit of the City of Tehama. Ms. Steffan will explore options and submit a supplemental request at some time in the future.

Tehama County District Attorney

The Auditor reported the fund balance held in the treasury at FY 2019-20 Year End for the Tehama County District Attorney was \$50,128.58, and the current allocation is estimated at \$18,059. The District Attorney made a request of \$35,000 for FY 2019-20 to fund salaries, benefits, services/supplies and fixed assets for various budget units within the DA's office. Transfer of funds date to be determined at a later time. This would leave a remaining balance of \$33,187.58.

A motion was made to approve all requests, seconded, and unanimously approved by the voting members present:

CAO Bill Goodwin	Yes
Chief Jeremiah Fears	Yes
Sheriff David Hencratt	Yes
District Attorney Matt Rogers	Yes

There being no further business the meeting adjourned at 9:15 a.m.

LEROY M. ANDERSON
Auditor-Controller



KRISTA K. PETERSON
Assistant Auditor-Controller

TEHAMA COUNTY AUDITOR-CONTROLLER

Date: October 19, 2020

To: COPS Committee

Re: Supplemental Law Enforcement Annual Report

RECEIVED

OCT 23 2020

CORNING CITY CLERK

As of 7/1/2011, the reporting requirement on distribution of Citizens Option for Public Safety (COPS) Funds has been eliminated.

In lieu of that report, I will provide you with the following background information.

The COPS allocations are now received in the Auditor's office on a monthly basis in random amounts. In fiscal year 2019/20, Front Line agencies, which include the three Cities and the Sheriff, received their full allocation of \$100,000.

The Auditor made two distributions to the Cities of Red Bluff and Corning in February and September which was the current year allocations totaling \$100,000 along with interest, less the administrative charge of \$97.00.

The City of Corning received \$102,139.47 through these allocations and the City of Red Bluff received \$101,627.58.

In addition, the City of Corning drew \$1,312 on their excess request of \$15,000, while the City of Red Bluff has yet to file a 2019/20 claim against their excess funds.

Funds accumulated for the City of Tehama and Sheriff, and were distributed as the approved expenses were incurred. The City of Tehama drew funds totaling \$79,354 for one Patrol Deputy while \$100,000 allocated for the purchase of 2 vehicles remains unclaimed. The Sheriff drew \$153,727.07 for a Deputy Sheriff and the purchase of replacement computers combined.

The District Attorney (DA) and Jail received random allocations totaling \$17,789.13 and Growth amounts of \$12,547.80 for a total of \$30,336.93 The DA drew down funds totaling \$13,376.05 at the end of the fiscal year to backfill shortfalls in grant programs. Funds totaling \$14,000 were distributed to the Jail for approved expenses as they were incurred.

The Fund accrues interest at the pooled rate that is posted on a quarterly basis. The interest is allocated to each agency by the auditor by calculating an average daily balance.

The Fund Balance held in the County treasury at year end for each agency is as follows:

City of Corning	\$82,397.47	excess funds (includes 19/20 allocation balance of \$13,688)
City of Red Bluff	49,649.06	excess funds (corrected balance)

City of Tehama	245,752.13	carryover funds (\$100,000 dedicated to 2 vehicles)
Sheriff	143,211.52	
DA	68,499.79	
Jail	56,488.63	

The State Controller has released their funding projections for 2020/21. The Front Line Law Enforcement is fully funded at \$100,000. The DA and Jail can anticipate \$18,059.

The Auditor intends to continue to allocate to Front Line agencies the full \$100,000 allocation, plus interest less administration charges. The Auditor also anticipates distributing requests for 'excess' (over \$100,000) funds that have accumulated over the past years, and retain any remaining excess funds rolling them over to the following year.

The Cities are requested to submit a spending plan for their excess funds from prior years, separately from the \$100,000 allocation, for consideration.

I will remind all parties that these funds are intended to supplement your law enforcement budgets, and not substitute for other available funding. For County agencies (Sheriff, Jail and DA) this means that your allocations are available for expenditures that have been and/or would be denied General Fund funding.

Any future changes to your spending plan, amendments or additions that may arise after the committee has met, should be submitted to the Chair (Chief Administrator, Tehama County) in letter form for consideration and will be forwarded to the Auditor for distribution as appropriate.

The Auditor is not asking for any additional administrative fees at this time, they will remain the same as in prior years.

Sincerely,



Leroy M. Anderson
Auditor-Controller



City of Corning
POLICE DEPARTMENT
774 Third Street
Corning, California 96021

Jeremiah Fears
Chief of Police

www.corningpd.org

(530) 824-7000

Fax (530) 824-7010

October 20, 2020

Mr. LeRoy M. Anderson, Auditor-Controller
County of Tehama
444 Oak Street, Room J
Red Bluff, CA 96080

**RE: Tehama County Supplemental Law Enforcement Oversight Committee
2020/21 Citizens' Option for Public Safety (COPS) Fund Proposed
Expenditures**

Dear Mr. Anderson:

Corning Police Department proposes that the 2020/2021 COPS fund allocations be expended during the 2021/22 fiscal year to continue funding a police officer position. Excluding overtime, the current estimated salary and benefits for the police officer are expected to exceed \$100,000. The balance of funds that are needed to fund the police officer position will come from the City of Corning General Fund.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Jeremiah J. Fears
Chief of Police

JJF/nmb

xc: City Manager
Finance

ITEM NO.: G-12
APPOINT TONY CARDENAS AS THE
NUISANCE ABATEMENT/CODE
ENFORCEMENT HEARING OFFICER

February 9, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
CHRISSE MEEDS, PLANNER 1



SUMMARY:

With the adoption of the City of Corning Ordinance 695, an Ordinance amending three separate chapters of Title 8 of the Corning Municipal Code to allow for a detailed abatement and citation process regarding matters deemed a nuisance. Ordinance 695 states if the nuisance is not abated a hearing will take place in front of a third party Hearing Officer. Staff is recommending, Tony Cardenas, to be appointed to serve as the Hearing Officer for such matters.

BACKGROUND:

Several years ago, the City established a Hearing officer to hear issues of vehicle abatement, removal, and disposal as public nuisances of any abandoned, wrecked, dismantled or inoperative vehicles or parts thereof, from private property upon the request of the owner of the vehicle(s) and/or owner of the land. Gary Strack was appointed and currently holds this position.

At this time, Staff would like to request a second individual (Tony Cardenas) be appointed to hear the cases in regard to the nuisance abatement and code enforcement hearings. Tony Cardenas is a retired City Employee that held the position Chief of Police for the City of Corning for many years and is well versed in these particular matters. Staff believes Tony Cardenas will be an exceptional hearing officer.

FINANCIAL:

The Hearing Officer and/or Appeals Board will act in a voluntary capacity at no charge to the City.

RECOMMENDATION:

MAYOR AND CITY COUNCIL APPOINT TONY CARDENAS AS HEARING OFFICER TO PRESIDE AT HEARINGS RELATED TO NUISANCE ABATEMENT AND/OR CODE ENFORCEMENT IN ACCORDANCE WITH CITY OF CORNING MUNICIPAL ORDINANCE 695.

**ITEM NO.: J-13
AUTHORIZE STAFF TO SEEK
REQUESTS FOR PROPOSALS (RFP)
FOR CONSULTANT SERVICES TO
PROVIDE A COMPREHENSIVE USER
AND DEVELOPMENT IMPACT FEES
STUDY**

February 9, 2021

TO: CITY COUNCIL OF THE CITY OF CORNING
FROM: KRISTINA MILLER, CITY MANAGER 
LISA M. LINNET, ADMINISTRATIVE SERVICES MANAGER

SUMMARY:

Staff requests Council authorization to seek Requests for Proposals (RFP's) for consultant services to provide the City with a Comprehensive User and Development Impact Fees Study that will enable the development of a Master Fees Schedule for the City.

BACKGROUND:

The Mitigation Fee Act, Government Code §66000 et seq., (the "Act") governs the establishment and administration of development impact fees paid by new development projects for public facilities needed to serve new development. Collecting these fees provides the funding necessary to construct and install "backbone" infrastructure necessary to serve the new development. The premise behind imposing fees on new development recognizes that the current residents and businesses in Corning are not responsible for the cost of expanding infrastructure to accommodate new development. Ultimately, the Council can decide to adopt a fee(s) lower than the actual cost of providing public services. The risk of such being the standard of infrastructure could decline over time.

The fees cannot support maintenance and operations. Fees must be separately accounted for and used for the specific purpose for which the fee was imposed.

Periodically the City should review and evaluate Development Impact Fees and document the methodology supporting such fees to determine if they fairly reflect the cost of fees charged for each service and reflect future infrastructure needs as a result of growth.

The last nexus study report was performed in 2013 with the last comprehensive study being performed in 2005. The 2013 nexus study report described the anticipated growth for the next 20-year planning period, as well as the infrastructure necessary to support that development and the approximate cost of that infrastructure. Attached to the RFP is the nexus study performed in 2013 as Appendix B.

This study will also assist the City in cost recovery policy development for the following existing and potential development impact fees which include, but are not limited to the following:

- Drainage Fees
- Water & Sewer Development Impact Fees
- Traffic Mitigation Fees
- Environmental Fees
- Water/Sewer/Storm Drain Capital Connection & DIF's for westside of I-5
- Park Development Impact Fees
- Quimby Fees
- Police Department Infrastructure Fees

South Ave./Hwy. 99 Water System Fees

Optional is a Fee Study to provide a thorough evaluation of other services typically provided by the City that currently have no associated fee or the fee amounts have not been evaluated in many years. These fees could include:

Park Facility Rental Fees	Business License Fees
Municipal Code Violation City Attorney Fees	City Clerk's Office Fees
Staffing Costs for Special Events	Bikeway/Pedestrian Plan Improvement Fees
Planning/Zoning Fees	Non-City Public Event/Parade Fees
Public Works Encroachment Fees	Community Development Fees
Animal Control Fees	Tree Replacement Fees
Parking Violation Fees	
Building & Safety Fees	

The Consultant Services Agreement would also include such services as the following:

- Survey comparison of fees within similar Towns/Cities.
- Development of an electronic Comprehensive User Fee Rate Adjustment Model in Excel for calculating the full cost of providing City Services into the future and potential future service enhancements.
- Develop an Overhead Cost Allocation Model for calculating the full costs of providing each City Service in accordance with Title 2 of the U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
- Perform a full cost analysis of designated user fees.
- Attend kick-off meeting between City Staff & Consultant to review Study objectives, methodology, determine timing & schedule for all tasks, determine information provided by City Staff.
- Provide and review supporting findings with City Staff.
- Attend City Council meetings to present Draft Study and address questions, a follow-up meeting to present the final report, plus any other meetings deemed necessary.

FINANCIAL:

The proposed Study is proposed to be funded from:

General Fund Reserves to 001-6300-3800 at 50% of project cost

Sewer 610-6300-3800 at 25% of project cost

Water 630-6300-3800 at 25% of project cost

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE STAFF TO:

- **SEEK REQUESTS FOR PROPOSALS FOR CONSULTANT SERVICES TO PROVIDE COMPREHENSIVE USER AND DEVELOPMENT IMPACT FEES STUDY FOR THE DEVELOPMENT OF A CITY MASTER FEES SCHEDULE**



Request for Proposals
COMPREHENSIVE USER AND DEVELOPMENT
IMPACT FEES STUDY

Issuing Entity: City of Corning
794 Third Street
Corning, CA 96021

Contact: Questions regarding this solicitation should be directed to:
Lisa Linnet, Administrative Services Manager/City Clerk
(530) 824-7033
llinnet@corning.org

Released: February 12, 2021

Request for Proposals

COMPREHENSIVE USER AND DEVELOPMENT IMPACT FEES STUDY

The City of Corning invites qualified Consultants to submit their proposals to provide the City with a Comprehensive User and Development Impact Fees Study.

All qualifications must be received before 5:00 p.m. on Friday, March 5, 2021, addressed to the Administrative Services Manager/City Clerk, 794 Third Street, Corning, CA 96021. Proposals received after that date and time will not be considered. Each proposal must be submitted to the City Clerk's Offices in a sealed envelope plainly marked with the proposal title and bidder name. Submit the not-to-exceed fee proposal and standard hourly billing rates in a separate sealed envelope and as a separate electronic document at the same time and as a companion document to the proposal. Please break out the optional meeting costs in your proposal as described in this RFP's Section A.3.d.

There is no express or implied obligation for the City of Corning to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. The City of Corning reserves the right to reject any and all proposals submitted.

Applications submitted in response to this request for proposal ("RFP") will be reviewed by a team consisting of City representatives. The team will review all complete, eligible qualification submittals received by the deadline. Upon evaluating the qualifications provided in the applications, the team *may* identify top vendors to be invited for finalist interviews.

The RFP package and additional information may be obtained free on the City's website at www.corning.org or by contacting Lisa Linnet at llinnet@corning.org.

BACKGROUND:

The City of Corning is a rural City that embodies the best qualities of a charming small town while maintaining access to the broader amenities of city life and is located adjacent to Interstate 5, 35 miles northwest of Chico, CA, 50 miles south of Redding, CA, and 114 miles north of Sacramento, CA. The City of Corning is a rural agricultural City locally recognized as the Olive City due to its history of olive crops, processing, and production.

A. DESCRIPTION OF WORK:

1. PURPOSE:

The purpose of this RFP is to find and select a qualified Vendor to develop a Comprehensive User and Development Impact Fees Study. The selected Consultant shall perform the tasks specified in the "Scope of Work" section below.

The City of Corning is requesting proposals for a thorough review and evaluation of user fees and development impact fees to create a master fee schedule. The City's primary goal is to obtain a thorough comparative analysis of current

services and fees resulting in the development of comprehensive fee models, forward-looking recommendations, and identification of potential new revenues.

2. SCOPE OF WORK:

Required Services:

1. Conduct interviews with all relevant Staff to determine current policies and procedures and to define the purpose, uses and goals of the user fee structure, ensuring the development of a plan that will accurately reflect the City's needs and responsibilities.
2. Review documentation and methodology supporting the current fee structure to determine if it fairly reflects the cost of fees charged for each service. Review existing fees compared to the full cost calculated in the study and assist the City in cost recovery policy development. Existing City fees, charges, and development impact fees, including, but not limited to:
 - a. Development Impact Fees
 - b. Business License fees
 - c. City Clerk's Office fees
 - d. Planning and Zoning fees
 - e. Building and Safety fees
 - f. Water and Sewer Development Impact fees
 - g. Drainage Fees
 - h. Traffic Mitigation Fees
 - i. Environmental Fees
 - j. South Avenue/Highway 99 Water System Fees
 - k. Park Development Impact Fees
 - l. Quimby Fee
 - m. Public Works – Other fees and encroachment permits
 - n. Police Department and Animal Control Fees
 - o. Parking Violation Fees
 - p. Code Enforcement Fees

Provide a thorough evaluation of activities typical to municipalities to determine what services are provided, but there is no associated fee. Fees that the City does not currently have that could be considered as part of the study include, but are not limited to:

- a. Park Facility rental fees
 - b. Tree Replacement Fee
 - c. City attorney Fees for Violation of the Corning Municipal Code
 - d. Non-City Public Event and Parade Fees
 - e. Staffing Costs for Special Events
 - f. Bikeway/Pedestrian Plan Improvement Fees
 - g. Community Development Fees
 - h. Water, sewer, storm drain capital connection/impact fees westside of Interstate 5 Development Impact Fee
3. Identify areas of risk involved in the calculation methodologies for the various user fees and note alternatives on how best to calculate identified fees.

4. Survey comparison of fees within similar towns/cities. Comparison towns/cities will be determined by Consultant and City Manager. The comparison should be presented in a spreadsheet for easy review.
5. Develop an Overhead Cost Allocation Model for calculating the full costs of providing each City service in accordance to Title 2 of the U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
6. Develop an electronic Comprehensive User Fee Rate Adjustment model in Excel for calculating the full cost of providing City services into the future. This model shall allow for ongoing updates based on future year-to-year increases in City costs. The model will also include the ability to calculate estimated costs for providing potential future service enhancements.
7. Identify and summarize economic and revenue impacts of proposed fees and/or fee structure alternatives and methodologies.
8. Advise the City regarding potential fee policy issues, strategy, implementation, and appropriate resetting/review practices to ensure continued total cost recovery.
9. Perform a full-cost analysis of designated user fees.

NOTE: Proposed fee structure alternatives must be in accordance with all applicable municipal, State and Federal mandates pertaining to the setting and collecting of such fees.

10. Meetings: The Consultant shall include attendance at the following meetings, as a minimum in their proposal. Should the Consultant identify a meeting that they feel is necessary to achieve the results and is beyond the meetings described below, they shall describe them in their proposal. Unless otherwise determined by the City, Consultant shall plan on meetings being held at the Corning City Hall.

- Kick-off meeting between Consultant and City Staff to review objectives of Study, agree to methodology, exchange information, timing and schedule for all tasks, and to determine information to be provided by City Staff.
- Review findings with City Staff. Consultant to provide information supporting findings to date and proposed fees.
- City Council meeting to present Draft Study Report. Discuss methodology, findings, formal presentation, answer questions about findings, and collect input for preparation of final report.
- Final City Council meeting to follow up on first meeting and present final report.

The Consultant shall consider the following optional meeting proposal, with a separate fee schedule, if necessary, for these two additional meetings.

- Public Meeting to present Draft Study Report. Meeting to share findings with stakeholders, including Developers and Engineers. Consultant to facilitate meeting, provide exhibits and formal presentation, collect input, and prepare meeting minutes capturing public input.
- One additional Public Meeting.

11. **Best Practices:** Recommend best practices to help ensure better collections.
12. **Report Deliverables:** Prepare a final report submitted to the City containing background information, methodology, findings, and recommendations. More specifically, Consultant shall prepare a report containing, but not limited to, the following:
 - Background information;
 - A description of the overall methodology;
 - Supporting justification;
 - Calculations that demonstrate the legal nexus between recommended fees and the impact created by new development;
 - Relationship between the fee's use and the type of project on which it would be imposed;
 - Purpose of the Fee;
 - How the fee would be used;
 - Description of the relationship between the need for any additional facilities and the type of development project on which the fee would be imposed;
 - Any additional matters that City Staff should be made aware of, findings, and recommendations.

If the Consultant feels that additional tasks are warranted, they must be clearly identified in the Consultant's proposal.

The City reserves the right to modify the scope of services before the Contract is awarded depending on cost and the City's confidence in the selected Vendor.

B. QUALIFICATIONS SUBMITTAL:

1. FORMAT:

Your qualification submittal must include the following information:

- a. **Qualifications submittal form with Application Checklist** (see Section D.1 for form);
- b. **Table of Contents**;
- c. **Firm Profile**: State whether your firm is local, national, or international. Also include the following for the office this work would originate from:
 - 1) Size of the Firm and size of local office.
 - 2) Location of the office, where the work on this engagement is to be performed.
 - 3) Number and nature of the professional staff to be assigned to this Contract on a full-time basis, including qualifications and certifications.
 - 4) Number and nature of staff to be assigned to this Contract on a part-time basis, including qualifications and certifications.
 - 5) Identify the supervisory and management of staff who will be assigned to the Contract and provide resumes for each person that will be assigned to this Contract.
 - 6) Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.

d. Qualifications Details:

- 1) Provide experience of your firm in creating a Comprehensive User and Development Impact Fees Study and proposing Development Impact Fees to other similar governmental agencies.
- 2) Provide details of your firm's ability to meet the Scope of Services outlined in Section A.10.

e. Methodology:

- 1) Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of the RFP. The Methodology section should include:

a. An implementation plan that describes in detail:

- The methods, including controls by which your firm or entity manages projects of the type sought by this RFP;
- The methodology for soliciting and documenting views of internal and external stakeholders;
- Any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

- f. References:** Provide references from at least three municipal agencies for whom you have provided similar services. (see Section D.2 for form). Note: For ease of electronic preparation, Vendor may prepare their own submittal forms as long as they contain the same information in a similar format.

- g. Fee:** Provide an estimate of cost to complete the project including breakdown of hourly rates, reimbursable, and maximum anticipated costs in a separate sealed envelope and as a separate electronic document at the same time and as a companion document to the proposal. Please break out cost of the development impact fee study from the user fee study. Include a separate line item for optional meeting costs in your proposal as described in Section A.3.d. Provide a proposed payment schedule; payments must be tied to milestones and deliverables.

2. WHERE AND WHEN TO SUBMIT:

Please send a completed qualifications package consisting of no more than 20 pages to the City Clerk, 794 Third Street, Corning, CA 96021. The deadline for submittals is March 5, 2021 before 5: p.m. (Each qualifications package must be submitted in the format described in the RFP specifications Section B and accompanied by any other required submittals or supplemental materials. Proposals received after that date and time will not be considered.

3. SUBMITTAL LENGTH AND COPIES:

Please provide the City with one electronic copy (pdf on flash drive or emailed to linnet@corning.org and seven hard copies. Proposals should not exceed 20 pages, including forms, attachments, and supplemental materials. Submit the not to exceed fee proposal and standard hourly billing rates in a separate sealed envelope and as a separate electronic document at the same time and as a companion document to the proposal. Please break out the optional meeting costs in your proposal as described in Section A.3.d. The proposal should be prepared simply and economically, providing a straightforward, concise

presentation of the information requested. Each proposal must be submitted to the City Clerk's Office in a sealed envelope plainly marked with the proposal title and bidder name.

4. QUALIFICATIONS REVIEW AND AWARD SCHEDULE:

The following is an outline of the anticipated schedule for qualification review and Contract award:

Schedule Item	Deadline
RFP release	February 12, 2021
RFP submission deadline	March 5, 2021
Selection of Finalists	March 12, 2021
Finalists interviews*	March 19, 2021
Selection of Consultant	March 23, 2021
Contract Starts	March 29, 2021

*The City may select a firm without interviews. At the discretion of the City, interviews may be arranged with the finalists to assist in making a final selection. Selection shall be based upon evaluation criteria, the committee's recommendations, and subject to City Manager and Council approval. It is the City's intention to select one firm to perform all services.

C. EVALUATION CRITERIA:

City Staff will evaluate the RFP submittals based on several factors. These factors are as follows:

❖ **Experience & Expertise:**

- Previous related work experience and qualifications in the subject area of personnel assigned;
- Quality of the firm's professional personnel to be assigned to the engagement;
- Responsiveness to City's needs, including availability of professional personnel assigned.

❖ **Methodology:**

- Demonstrates a clear understanding of scope of services;
- Adequacy of implementation plan, sampling techniques, analytical procedures;
- Additional services, innovative data collection methods, cost-saving measures, products, etc. will be considered for their usefulness or contribution to the City;
- Adequacy of project schedule.

❖ **References:**

- References and recommendations of previous clients;
- History and performance of firm/project team on similar projects.

❖ **Cost**

- Proposed cost for service.
- **COST WILL NOT BE THE SOLE FACTOR FOR THIS AWARD.**

D. SUBMITTAL FORMS:

Along with other information about your qualifications to provide the City with a Comprehensive User and Development Impact Fees Study as outlined in Section B, include the following forms in your submittal.

- Qualifications submittal form with Application Checklist.
- References.

For ease of electronic preparation, Vendor may prepare their own submittal forms as long as they contain the same information in a similar format.

1. QUALIFICATIONS SUBMITTAL FORM WITH APPLICATION CHECKLIST:

The authorized representative identified below declares that she/he:

1. Has carefully examined the Request for Qualifications;
2. Is thoroughly familiar with its contents;
3. Is authorized to represent the proposing firm.

Firm Name and Address

Contact Name
Phone
Email

Authorized Representative

<i>Name</i>
<i>Title</i>
<i>Date</i>

Checklist:

- Qualifications Submittal Form with Application Checklist (this page)
- Table of Contents
- Firm Profile
- Qualifications Details
- Methodology
- References (Page 8)

2. REFERENCES:

Number of years engaged in providing the services included within the scope of the specifications under the present business name or by the principal assigned to this engagement: _____ years.

Describe fully the last three contracts performed by your Firm or the principal assigned to this engagement that demonstrates your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Consultant must include in his/her proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Consultant or in which the Consultant has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City of Corning reserves the right to reject any proposal based upon the Consultant's prior history with the City of Corning or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

A narrative statement that illustrates the Consultant understands the project requirements with the following statement: "I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED."

Reference No. 1

Customer Name	
Contact Individual	
Email Address	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2

Customer Name	
Contact Individual	
Email Address	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Customer Name	
Contact Individual	
Email Address	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

E. QUESTIONS:

Please submit all questions to Lisa Linnet, llinnet@corning.org. The questions and answers will then be forwarded to all firms that provide an email address to llinnet@corning.org. Answers to all questions will be posted on the City's website at <https://www.corning.org/RFP.html>

F. DISCLAIMERS

The City of Corning reserves the right to accept or reject any or all proposals received, to negotiate with qualified Consultants, or to cancel the Request. This Request for Proposal does not commit the City of Corning to award a contract or to pay any costs incurred by Consultants in responding to this Request.

G. RIGHTS TO MATERIALS

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Consultant that are submitted as part of the proposal and not withdrawn prior to the scheduled Closing Date shall, upon receipt by the City, become property of the City. In addition, this proposal may only be reproduced by the Consultant for purposes of bid preparation. It may not be copied, sold, or otherwise distributed to any individual, City, or business, unless prior written permission is obtained from the City.

H. DISCLOSURE OF BID INFORMATION:

After award, all written proposals are open to public inspection. The City assumes no responsibility for the confidentiality of information offered in a proposal. The RFP is worded in a manner so as not to elicit proprietary information. If proprietary information is submitted as part of the proposal, such information is to be labeled proprietary and be accompanied with a request that the information is to be returned by the City to the Consultant. Any proposal submitted with a blanket statement of limitation that would prohibit or limit public inspection shall be considered non-responsive and shall be rejected.

I. CITY AGREEMENT:

The City's Professional Services Agreement Template is provided as Appendix A.

J. 2013 Nexus Study

The 2013 Nexus Study is provided for background purposes as Appendix B.

Appendix B

City of Corning
2013 Development Impact Fee Update
November, 2013

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Appendix B

City of Corning 2013 Development Impact Fee Update

November, 2013

A. History of Development Impact Fees in Corning:

Through Section 66000 et seq of the Government Code, the State of California authorizes the imposition and collection of fees to mitigate the impacts of new development on Public facilities.

Locally, the City of Corning has implemented a series of Development Impact Fees that are intended to mitigate the impact of new development on the City's infrastructure. The fees are typically collected when construction permits are issued, or just prior to issuance of Certificate of Occupancy.

The following table provides specific information regarding the fees, when and how they were adopted/implemented and the current cost per Equivalent Dwelling Unit (EDU).

Facilities	Adopted (History)	Ordinance or Resolution & Authority by City Code Section
Drainage	2005, 1979	Res. 05-24-05-05; Previous Ord. 341; Authority CMC 13.16.050
Parkland	2005, 1991	Res. 08-09-05-06 Ord. 515 Authority CMC 3.40.010
Bedroom Tax (Residential Const. Tax)	1991, 1978	Ord. 512; Ord. 320 Authority CMC 3.32.030
WWTP & Sewer & Lift Stations	2005, 1993	Resolution No. 05-24-05-03; Previous Ord. No. 541 Authority-CMC 13.040.020 & 13.04.350
Traffic	2005	Resolution No. 08-090-05-05 Ord. 618 & 619 Authority-CMC 13.19.010
Water	2011, 2005, 1995, 1988,	Resolution No. 10-11-2011-01; Previous Res. No. 05-24-05-03

Appendix B

City of Corning 2013 Development Impact Fee Update

November, 2013

1955, 1953	Authority-CMC 13.08.110
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Appendix B

City of Corning 2013 Development Impact Fee Update

November, 2013

Methodology:

In Corning the basis for establishing Development Impact Fees (DIF) is largely a determination of the cost of facilities needed to accommodate growth divided by the number of anticipated new users (residential and Non-residential); typically expressed as an "Equivalent Dwelling Unit", or EDU. In simple terms, the calculation is:

$$\frac{\text{Infrastructure Cost}}{\text{New EDU's}} = \text{Development Impact Fee (DIF)}$$

This is the formula the City used to establish or update DIF for Traffic, Water, Sewer & Parkland Development Fees.

In 1993 the City prepared a Master Drainage Plan. At that time it was determined the cost of the facilities to implement that plan amounted to approximately \$3,500/acre. In 2005 that amount was increased to \$3,900/acre.

The "Bedroom Tax", collected pursuant to CMC Chapter 3.32 was set at \$200 per residence plus \$100 per bedroom in 1978. The amount of that tax has remained unchanged since that time.

The Sewer Plant (WWTP) Expansion fee was first implemented in 1993 (Ord. 541-CMC 13.04.350) and last updated by the City in 2005. In the case of that 2005 fee update, the total capital value of the WWTP was divided by the anticipated plant capacity in EDU's.

Appendix B

City of Corning
2013 Development Impact Fee Update

November, 2013

B. Existing Development Impact Fees per EDU

Facilities	Existing Fee/EDU
Drainage	\$975.00
Parkland	\$875.00
Bedroom Tax (Residential Const. Tax)	\$400.00
Sewer , Lift Station &WWTP	\$4,642.00
Traffic	\$4,819.00
Water	<u>\$1,074.00*</u>
Total:	\$12,785.00

*Note: Water DIF was originally \$709.00/EDU per Res. 05-24-05-03. That made for a total 2005 DIF of \$12,420/EDU. Water DIF was subsequently increased to \$1074.00 in 2011 per Res. 10-11-2011-01.

Appendix B

City of Corning
2013 Development Impact Fee Update
November, 2013

C. Current & Proposed Development Impact Fees per EDU:

Facilities	Existing DIF	Alternative "A"	Alternative "B"
Drainage	\$975.00	\$1,165.00	\$1,165.00
Parkland	\$875.00	\$691.00	\$555.00
Bedroom Tax (Residential Const. Tax)	\$400.00	\$400.00	\$400.00
WWTP	\$4,000.00	\$4,784.00	\$4,784.00
Sewer & Lift Stations	\$642.00	\$1,069.00	\$936.00
Traffic	\$4,819.00	\$4,227.00	\$3,701.00
Water	<u>\$1,074.00</u>	<u>\$570.00</u>	<u>\$499.00</u>
Total:	\$12,785.00	\$12,905.00	\$12,039.00
Change from Current		+0.94%	-5.83%

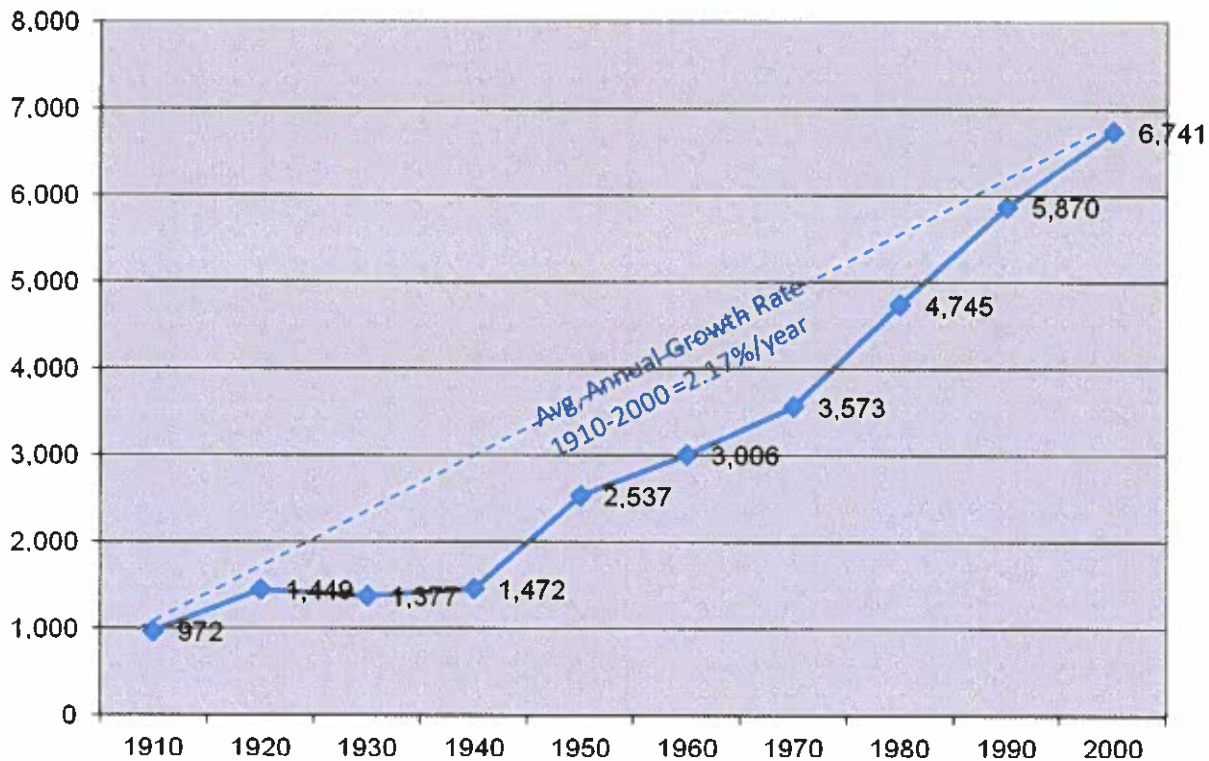
Appendix B

D. Demographics-New Housing Projections:

1. Historic Growth.

The Federal Government completes Census counts of the population for electoral and apportionment purposes every 10 years. For Corning, we have decennial Census data since the City incorporated in 1907. See the chart below. You can see that since then the City has experienced just over 2% (2.17%) annual growth up to the turn of the century, or year 2000.

Census Population from 1910-2000



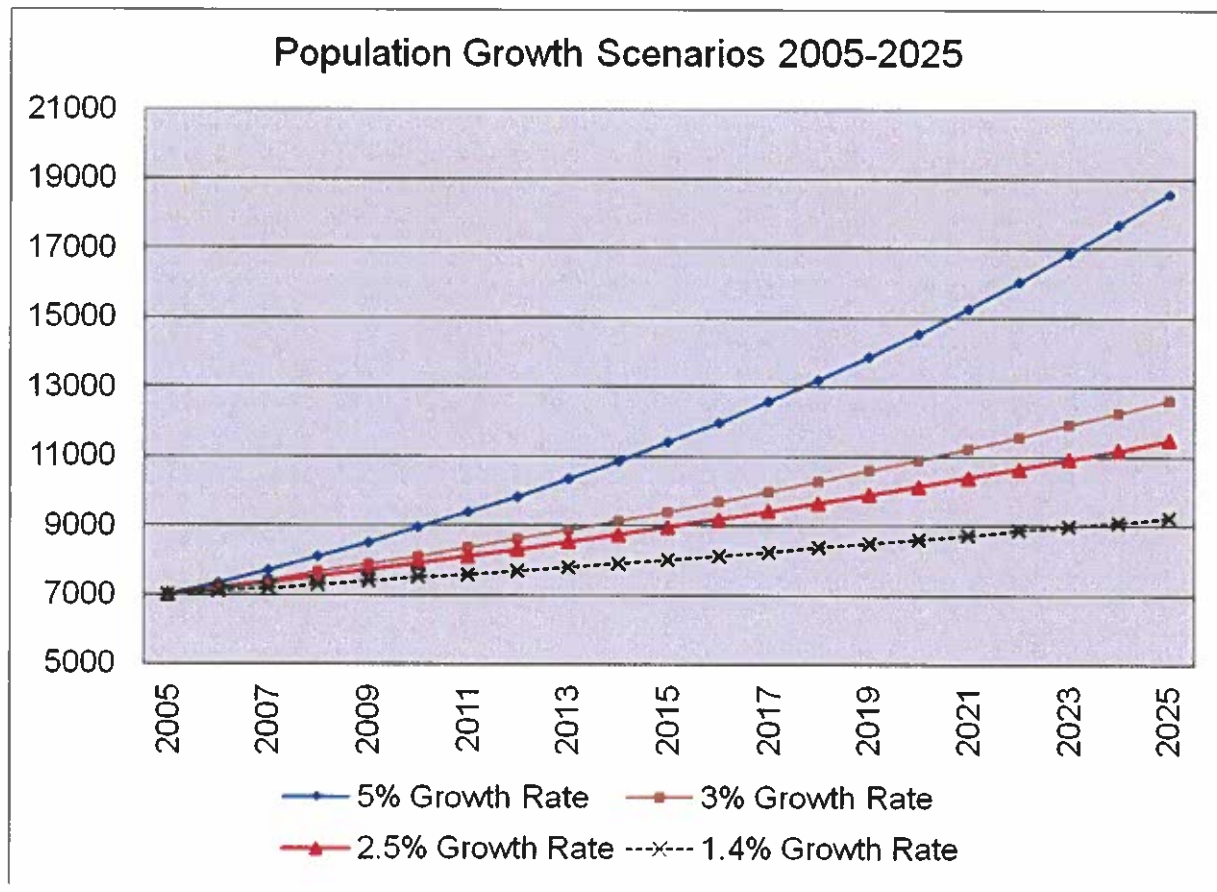
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City of Corning 2013 Development Impact Fee Update

November, 2013

2. 2005 Growth Projections:

In 2005, there was considerable development interest in Corning. Housing prices were up and as many as 1,200 housing units were tentatively planned for Corning. At that point, the City opted to update and implement some new development Impact Fees to fund infrastructure that we expected to need to efficiently accommodate the anticipated growth. We prepared several alternative growth scenarios, but, based on the then current indicators, ultimately projected growth would occur over the 20 year (2005-2025) period at an average rate of 2.5%/year. At that rate, we anticipated 11,470 residents in the City at the end of the 20 year planning period (then 2025). That meant the City would add about 1,733 new residences and grow by 4,470 residents in the 20 year period. That projected growth became the basis of the new facilities recommended in our Development Impact Fee program. See the chart below titled "Projection Growth Scenarios 2005-2025".



Appendix B

City of Corning 2013 Development Impact Fee Update

November, 2013

3. Recent Growth:

In addition to the census counts completed every ten years, the California Department of Finance makes annual population projections based on DMV Records, Births, deaths, net migration, etc. See the following chart titled "Population since 2000". So, we have census data for 2000 & 2010 and in between we have DoF data that's presented annually. From that we can accurately chart the City's recent population. See the chart below.

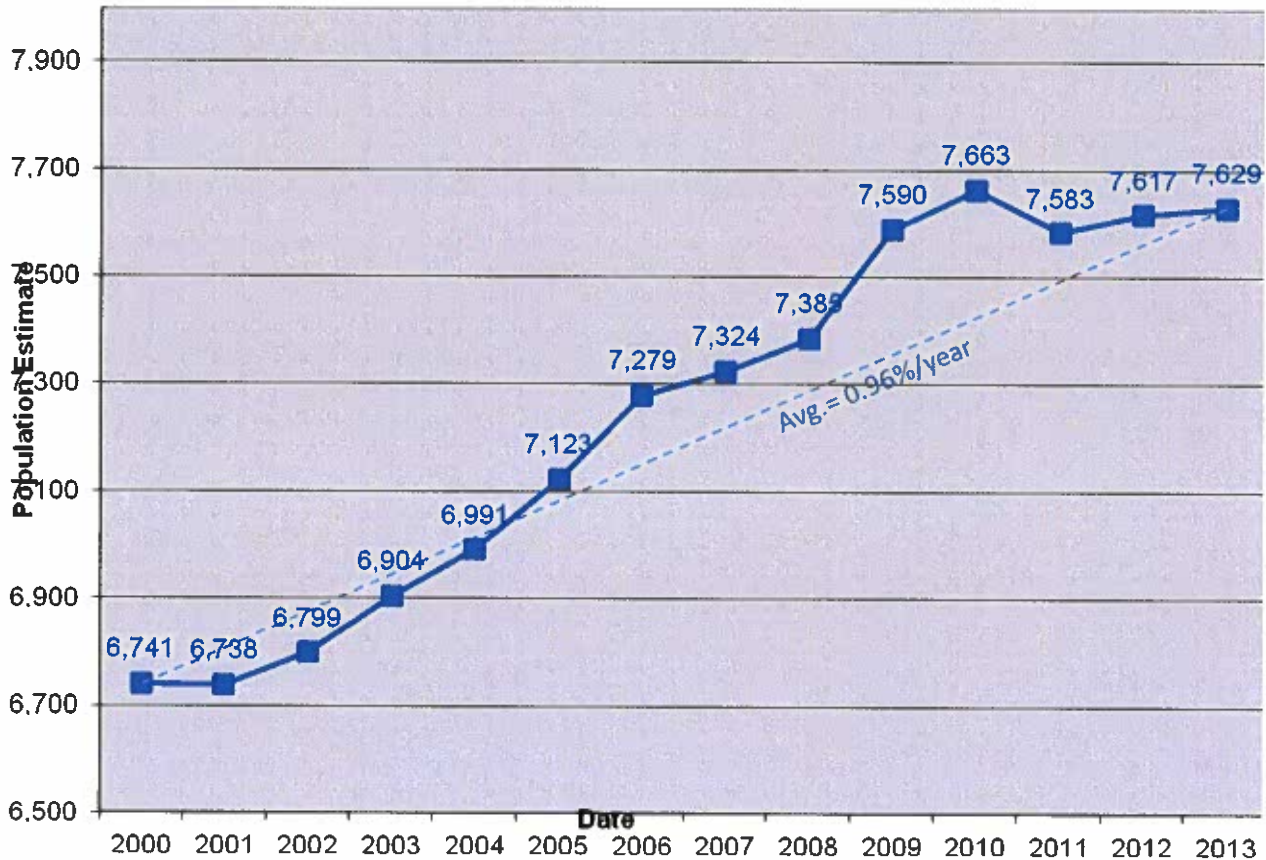
Real growth since 2005. In reality, the growth we've experienced since year 2000 has been just under 1% annually (0.96%). See the chart labeled "City of Corning-Growth since 2000" below. In fact, according to the Dept. of Finance, the City has lost population since 2010. This "loss" may not be actual, but could simply be a statistical "re-centering".

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City of Corning 2013 Development Impact Fee Update

November, 2013

Population since 2000
based on Census 2000 & 2010 & annual Dept. of Finance Population Estimates



4. Updated Growth Projection for 2013-2033 Planning Period.

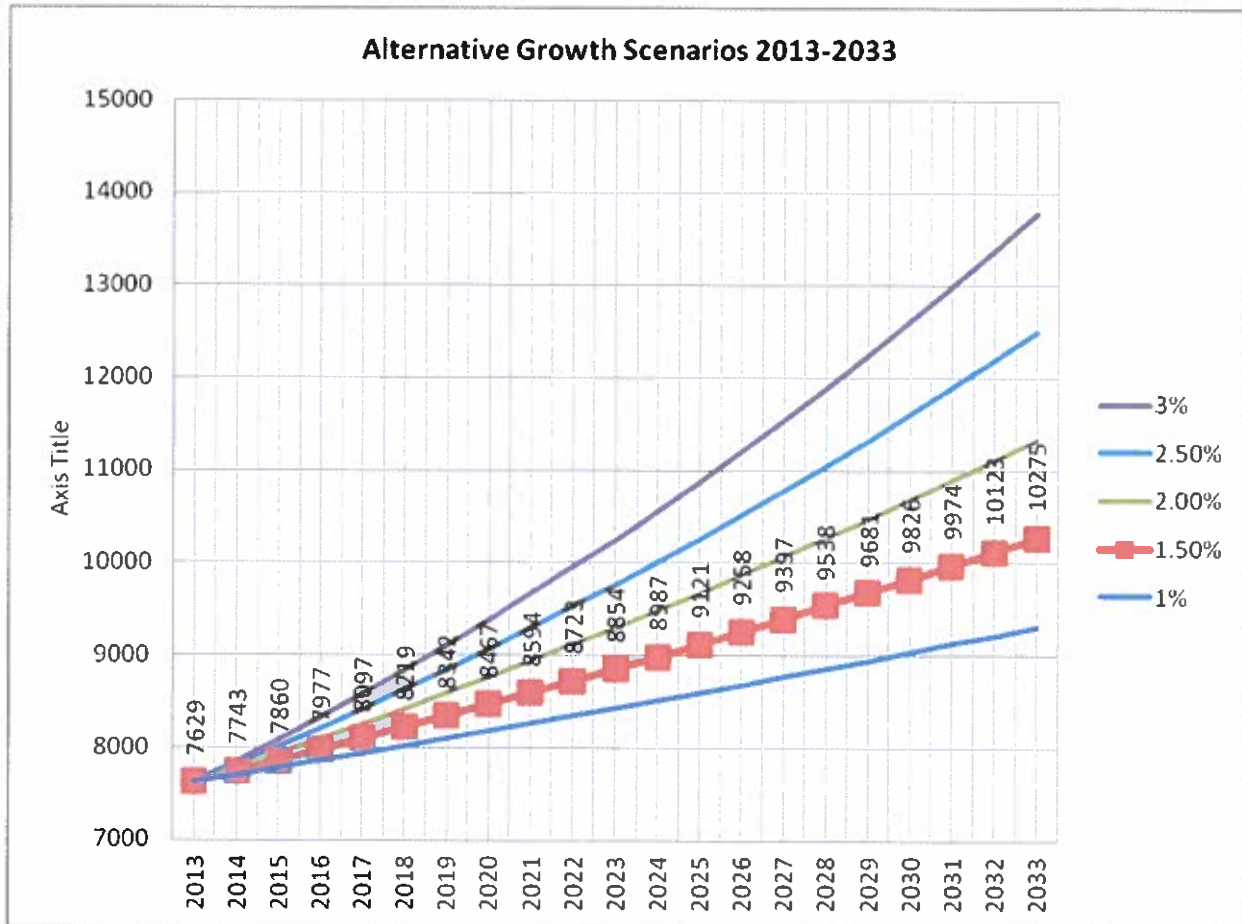
It's clear that the growth rate we projected in 2005 has not occurred. As we look to the future, it's also clear that we should lower the growth projections for the City for the next 20 year period (2013-2033). In light of recent growth and the current state of the economy, **we recommend using 1.5% annual growth.** It means a 2033 population of 10,275. That's an increase of 2,646 residents over the current population. That of course is down significantly from the 2.5% annual growth projections made in 2005. The reduced growth means fewer homes, people, traffic, water use, etc.,

Appendix B

City of Corning 2013 Development Impact Fee Update

November, 2013

than were projected in the 2005 DIF nexus study.



That equates to lesser impacts on the infrastructure systems. So, with the lower growth expectations, we can reduce the recommended infrastructure additions such as wells, and traffic signals, bridges, etc.

Of course, real growth should be monitored; compared with that projection as the 20 year planning period passes to see if adjustments in growth rate and the necessary infrastructure should be amended.

5. Persons Per Household and New Housing Units

Appendix B

City of Corning 2013 Development Impact Fee Update

November, 2013

According to the latest projections from the State Dept. of Finance, the typical housing unit in Corning is occupied by 2.89 residents. The math is the total number of (householder) residents divided by the number of occupied housing units.

If we assume the new residences will have similar resident loading characteristics, we expect there will be **916 new housing units** developed in Corning in the next 20 year Planning period. So, we'll need to plan to provide the additional infrastructure necessary to address these new residents.

Appendix B

City of Corning 2013 Development Impact Fee Update

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E. Equivalent Dwelling Units (EDU's) & Alternatives:

As the City grows, there will be additional impacts to infrastructure. Mitigating those impacts is the purpose of the Development Impact fee Program.

Equivalent Dwelling Unit, or EDU, is the term used to describe the infrastructure impacts that results from a typical residence; i.e. a Single Family residence or apartment. So, a new residence represents one EDU in terms of system impacts.

However, those impacts might just as well result from non-residential uses. So, an "EDU" describes a unit of "impact" that might result from a traditional residence or from a non-residential use like a bookstore, an office, a restaurant, or a widget factory for that matter. Projecting non residential EDU's development is tricky, and not nearly as precise as making housing projections.

2005 EDU Factors & Assumptions:

During the City's comprehensive DIF implementation/update in 2005, the City determined that 1,733 new dwelling units would occur in the 20 year Planning period. Additionally, the City assumed that all vacant commercial/industrial properties (totaling 307 acres) would be developed. In this manner, the overall number of projected EDU's was increased and the cost per residential EDU's was reduced.

For Water/Wells and Sewer Line & Lift Station calculations the City assigned four (4) EDU's per non-residential acre, or 1,228. So, the total Number of EDU's anticipated in the Planning Period was projected at 2,961 (1,733 residential+1,228 non-residential).

For Parkland Development and Traffic DIF in 2005, the City opted to assign a greater share of costs to non-residential development. So, for those fees, non-residential developers would pay at the rate of 5 EDU's/acre. In those two calculations, the total number of EDU's anticipated was 3,268 (1,733 residential + 1,535 non-residential). Note that the Parkland DIF imposed in 2005 also provided credit for the fees collected as Bedroom Tax.

For the Wastewater Treatment Plant fees, the method differed. In that case, the ultimate expanded value of the WWTP was determined and that value divided by the anticipated number of EDU's that could be served, estimated to be 6,364 EDU's.

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City of Corning 2013 Development Impact Fee Update

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2013 EDU's & Alternatives:

We opted to provide two alternatives EDU scenarios for the 2013-2033 Planning Period that mirror the two used in 2005 DIF program. Both Alternatives envision 916 Residential EDU's. See the chart on the following page. For Alternative 1, we assigned 4 EDU's/non-residential acre. For Alternative 2, we assigned the higher 5 EDU's/non-residential acre. Like the 2005 DIF Program, both 2013 Alternatives assume complete build-out of vacant commercial and industrial properties in the 20-year Planning period.

Chart E-1 2005 & 2013 EDU's

	2005 Water, Wells & Sewer EDU's	2005 Parkland & Traffic EDU's	2013 EDU's Alternative A	2013 EDU's Alternative B
Vacant Non-Res. Acreage	307	307	302	302
Non Res. EDU/Acre	4	5	4	5
Non-Res EDU's	1228	1535	1208	1510
Res. EDU's	<u>1733</u>	<u>1733</u>	<u>916</u>	<u>916</u>
Total EDU's	2,961	3,268	2,124	2,426

Notes:

In 2005 two differing Non-residential EDU impact factors were used, 4/acre for Water & Wells & Sewer DIF, and 5/acre for Parkland and Traffic DIF. For 2013, we offer two similar alternatives for Non-residential EDU's; Alternative "A" assigns 4 EDU's per acre & "B" uses 5 EDU's/acre.

Recommended 2013 Residential EDU's assumes 1.5% annual growth for a total of 916 new EDU's over the 20 year Planning Period.

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F. Consumer Price Index:

With the exception of “Water & Wells” DIF, the fees have not been updated since 2005. Of course the value of the dollar has been affected by inflation since then. According to the Consumer Price Index, prepared by the US department of Labor Statistics, costs have increased about **19.5%** between July of 2005 and July of 2013.

While some recommended infrastructure lists are to be modified due to reduced anticipated growth, others will remain constant from that recommended in 2005. In those cases, to keep pace with inflation, the fees need to be increased in accordance with the Consumer Price Index.

The DIF for the WWTP, Drainage and Sewer, last modified in 2005, should be increased by 19.5%. To achieve this, values from 2005 should be multiplied by 1.195.

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G. Drainage Facilities & DIF:

The City first authorized collection of fees to mitigate drainage impacts of new development in 1979. In 1993 the fee was increased to \$3,500/acre. In 2005 the amount was increased to \$3,900/acre per Resolution 05-24-05-05. It is now appropriate to increase the Drainage DIF to keep pace with inflation that's occurred since 2005. See the recommended updated Drainage DIF below.

Chart G-1 Recommended Drainage DIF

Existing Fee/Acre	Existing DIF/EDU	CPI	Proposed Fee/Acre	Proposed DIF/EDU
\$3,900	\$975*	1.195	\$4,660	\$1,165*

*Note: Value shown/EDU will vary depending on actual lot size & development type. Typical value shown is for residential development occurring on ¼ acre.

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H. Parkland Facilities & Bedroom Tax:

1. Parkland Development:

The City first implemented a Parkland Development fee of \$400/Dwelling Unit in 1991 (Ordinance 515). The funds collected are for the sole purposes of purchase and development of land for City Parks.

In 2005 the Parkland Development Fee was increased to fund acquisition and development of parks at the rate of 5 acres/1000 residents to \$875/Equivalent Dwelling Unit (EDU).

The Nexus Study that accompanied the 2005 DIF program recommended the acquisition and development of 22.5 acres of parkland. See the chart below that details the expected land and development costs.

Chart H-1 2005 Parkland DIF

Item	Unit Cost	Sub-total	EDU	Cost/EDU
Acquisition-22.5 acres	\$60,000/acre	\$1,350,000	3,268	\$413
Development Costs-22.5 acres	\$125,000/acre	<u>\$2,812,500</u>	3,268	<u>\$861</u>
Total:		\$4,162,500	3,268	\$1,274
Less Bedroom Tax				<u>(\$400)</u>
Net:				<u>\$875</u>

2. Bedroom Tax:

The City adopted the "residential Construction tax" or "Bedroom tax" in 1978. The fee has not been changed since that adoption date. It amounts to \$200/dwelling unit and \$100/bedroom beyond the first bedroom. So, the fee for a three bedroom home is \$400.

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In 2005 the City Council opted to lessen the Parkland Development Fee by an amount equivalent to the \$400 Bedroom Tax. **So, with the credit, the current Parkland Development Fee is \$874-rounded to \$875/EDU.**

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2013 Update:

In 2010 the City of Corning was awarded a Proposition 84 Parks Grant totaling \$4.28 million. With those funds we have purchased 18.35 acres that we're currently developing as Corning Community Park.

In the Demographics Section (Section D) beginning on Page 6, we describe how we now anticipate adding about 916 residences housing 2,646 new residents over the next 20-year period. So, our needs for parkland acquisition and development for the next 20 years are 13.23 acres (2,646/1000 X 5 acres) shown in the table below. Note that we have lowered our anticipated acquisition costs due to our experience with the Corning Community Park project.

In addition to the reduced parkland needs, \$200,000 to continue restoration and conversion of the Rodgers Theater to a Community Center is recommended.

Chart H-2 Recommended Parkland DIF

Item	Unit Price	Sub-Total	Alt. A EDU	Alt. A DIF	Alt. B EDU	Alt. B DIF
Acquisition- 13.23 acres	\$35,000/acre	\$463,050	2,124	\$218	2,426	\$191
Development 13.23 acres	\$125,000/acre	\$1,653,750	2,124	\$779	2,426	\$682
Rodgers Theater Conversion	N/A	<u>\$200,000</u>	2,124	<u>\$94</u>	2,426	<u>\$82</u>
Totals:		\$2,382,950	2,124	\$1,091	2,426	\$955
Less "Bedroom Tax"				<u>(\$400)</u>		<u>(\$400)</u>
Net				\$691		\$555

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I. Sewer, Lift Station & Wastewater Treatment Plant Facilities:

The City first authorized the collection of Capital Improvement Fees for sewerage facilities in 1993. In 2005 the City adopted Resolution No. 5-24-05-04 that set the Sewer Capital Improvement and Sewer Plant Expansion Fees as shown in the table below. Note that while Sewer Capital Improvements were tied to the anticipated growth, the Sewer Plant Expansion Fee utilized the overall value and capacity of the WWTP, that had recently been substantially expanded in 2005.

Chart I-1 2005 Sewer, Lift Station & WWTP Fees

Fee Name	Total Projected Cost	EDU's	DIF/EDU
Sewer Capital Improvement. Fee	\$1,900,000	2,961	\$642
Sewer Plant Expansion Fee	<u>\$25,475,000</u>	6,364	<u>\$4,000</u>
Totals:	\$27,375,000		\$4,642

The fees have not been increased since 2005. It is now appropriate to increase the fees to account for inflation that's occurred since then. We used the Consumer Price Index figures for July 2005 and July 2013 to come up with a CPI increase of 19.5%. The recommended fees are:

Chart I-2 Recommended Sewer, Lift Station & WWTP Facility Fees:

Fee Name	Total Projected Cost w/CPI	Alt. A EDU's	Alt. A DIF/EDU	Alt. B EDU's	Alt. B DIF/EDU
Sewer Capital Improvement Fee	\$2,270,500	2,124	\$1,069	2,426	\$936
Sewer Plant expansion fee	<u>\$30,442,625</u>	6,364	<u>\$4,784</u>	6,364	<u>\$4,784</u>

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2013 Development Impact Fee Update

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Totals:	\$32,713,125	\$5,853	\$5,719
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J. Traffic Facilities:

With the adoption of Ordinances No. 618 & 619 in 2005, the City first authorized Development Impact Fees to mitigate street, bridge and traffic signal (traffic) impacts. The ordinances were followed by Resolution No. 08-09-05-05 that established the specific DIF.

The Traffic facilities identified as necessary to accommodate the 20 year growth anticipated for the period 2005-2025 with the projected costs and those envisioned in the 2013-2033 Planning Period are shown in the tables below:

Chart J-1 2005 & Proposed Traffic Facilities-“Streets”

Facility	Description	2005 Cost	2013 Disposition	2013 Cost Estimate
Streets	Hwy. 99-W-South Ave. to Solano St.	\$6,500,000	Reduce to: Solano to Fig Ln. & Loleta to South Ave.	\$3,000,000
Streets	Solano St. Widening-Houghton to Toomes	\$1,000,000	CPI Increase	\$1,195,000
Streets	Solano St. Overlay 99-W to east City Limit	\$500,000	Omit-(to Street Maintenance)	\$0
Streets	Blackburn Widening & reconstruct-Toomes Ave. to Edith Ave.	\$750,000	CPI Increase	\$896,250
Streets	Fig Ln. Extension (Toomes to Houghton)	\$750,000	Postpone	\$0
Streets	Marguerite Ave. Overlay (Solano to Blackburn)	\$350,000	Omit-Completed 2008	\$0
Streets	Third St., reconstruct (Solano to Blackburn)	\$400,000	CPI Increase	\$496,000
Streets	Houghton Ave. Overlay (North City Limit to South	<u>\$250,000</u>	Omit-(to Street	<u>\$ 0</u>

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	City Limit)	Maintenance)	
Sub-Total	Streets	\$10,500,000	\$5,569,250

In 2005 we projected the cost of a new traffic signal would be about \$250,000. In 2010 the City awarded the construction bid for the new signal at Marguerite Avenue and Solano Street. The construction cost, less the cost of the unique retaining wall, was about \$220,000. Since that time, the Consumer Price Index has increased about 7.1%. So, in today's dollars, the cost would be about \$236,000. We recommend using \$240,000 per traffic signal for future installations.

Chart J-2 2005 & Proposed Traffic Facilities-“Traffic Signals”

Facility	Description	2005 Cost	2013 Disposition	2013 Cost
Traffic Signals	Blackburn Avenue at Third Street	\$250,000	Recent Bid & CPI	\$240,000
Traffic Signals	Blackburn Avenue at Marguerite Avenue	\$250,000	Postpone	\$0
Traffic Signals	Solano Street at Houghton Avenue	\$250,000	Recent Bid & CPI	\$240,000
Traffic Signals	Solano Street at Third Street	\$250,000	Recent Bid & CPI	\$240,000
Traffic Signals	Solano Street at Marguerite Avenue	\$250,000	Completed	\$0
Traffic Signals	Solano Street at Oren Avenue	\$250,000	Postpone	\$0
Traffic Signals	Fig Lane at Highway 99-W	\$250,000	Postpone	\$0
Traffic Signals	Fig Lane at Marguerite Avenue	\$250,000	Postpone	\$0

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Signals				
Traffic Signals	Hwy. 99-W at South Avenue	<u>\$250,000</u>	Completed	<u>\$0</u>
Sub-Total-	Traffic Signals	<u>\$2,250,000</u>		<u>\$720,000</u>

Note on Chart J-1 that the Fig Lane extension connecting Houghton and Toomes Avenues is recommended postponed for the 20 year planning period. That segment includes a vehicle bridge that can similarly be postponed.

Chart J-3 2005 & Proposed Traffic Facilities-"Bridges"

Facility	Description	Estimated Cost	2013 Disposition	2013 Cost
Bridges	Fig Ln. at Jewitt Creek	\$750,000	Postpone	\$0
Bridges	Hwy. 99-W at Jewitt Creek-widening	\$750,000	CPI	\$896,250
Bridges	Hwy. 99-W at Birch Creek widening	<u>\$1,500,000</u>	CPI	<u>\$1,792,500</u>
Sub-Total Bridges		\$3,000,000		\$2,688,750

Chart J-4 Summary of Recommended Traffic Facility Fees:

Facility Type	2013 Cost Estimate	Alt. A EDU's	Alt. A Cost/EDU	Alt. B EDU's	Alt. B Cost/EDU
Streets	\$5,569,250	2,124	\$2,622	2,426	\$2,296
Traffic Signals	\$720,000	2,124	\$1,266	2,426	\$1,108

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Bridges	<u>\$2,668,750</u>	2,124	<u>\$339</u>	2,426	<u>\$299</u>
	\$9,158,000	2,124	\$4,227	2,426	\$3,701

See also the attached drawing marked City of Corning Traffic Facilities on Page 24.

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K. Water Facilities:

Water Capital Improvement Fees were initially authorized by the City Code in 1953. The fee was last updated in 2011 pursuant to Resolution No. 10-11-2011-01. That resolution was an update due to the completion of the Clark Park Water Well. The update reduced the number of wells and increased the expected cost of each remaining water well that was anticipated with the 2005 development Impact Fee Nexus Study (Res. 05-24-05-03). The facilities included in the Current 2011 Water Development Impact Fee Program are shown in Chart K-1 below.

In light of the lowered growth projections (See Demographic Section "D" beginning on Page 6), the number of water wells necessary for the 20-year Planning Period can be reduced. Four of the six planned wells can be postponed. In 2012 the City completed pumping and quality tests on the previously abandoned Petro Well "A". Through that testing it was determined that the well could be re-furbished and reconnected to the City Water system at a cost much less than establishing a new water well. Two new water wells are also recommended and, along with the refurbished Petro Well, should provide sufficient domestic and fire flow capacity to accommodate the growth envisioned in the next 20 year period.

Chart K-1-Current (2011) & Proposed Water Capital Improvement Facilities

Project	Location	2011 Cost	2013 Disposition	2013 Projected Cost
New Well	Marguerite near South Avenue	\$530,000	Postpone	\$0
New Well	South Avenue near Barham Avenue	\$530,000	Postpone	\$0
New Well	Solano Street near Barham Avenue	\$530,000	Recommend	\$530,000
New Well	Carona Avenue east of Blackburn-Moon Drain*	\$530,000	Recommend	\$530,000
New Well	Hoag Street near Mary Avenue	\$530,000	Postpone	\$0
New Well	Neva Avenue near Mary Avenue	\$530,000	Postpone	<u>\$0</u>
Refurbish Well	Petro Well "A"	<u>\$0</u>	Refurbish	<u>\$150,000</u>

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Totals:	\$3,180,000	\$1,210,000
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**Note that Chart K-1 was amended to indicate the correct location of Carona Avenue well-east of Blackburn Moon Drain-not "Jewett Creek".*

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The recommended water facilities and costs are shown in Chart K-2 below and on the attached drawing marked "City of Corning Water Well Plan on Page 23.

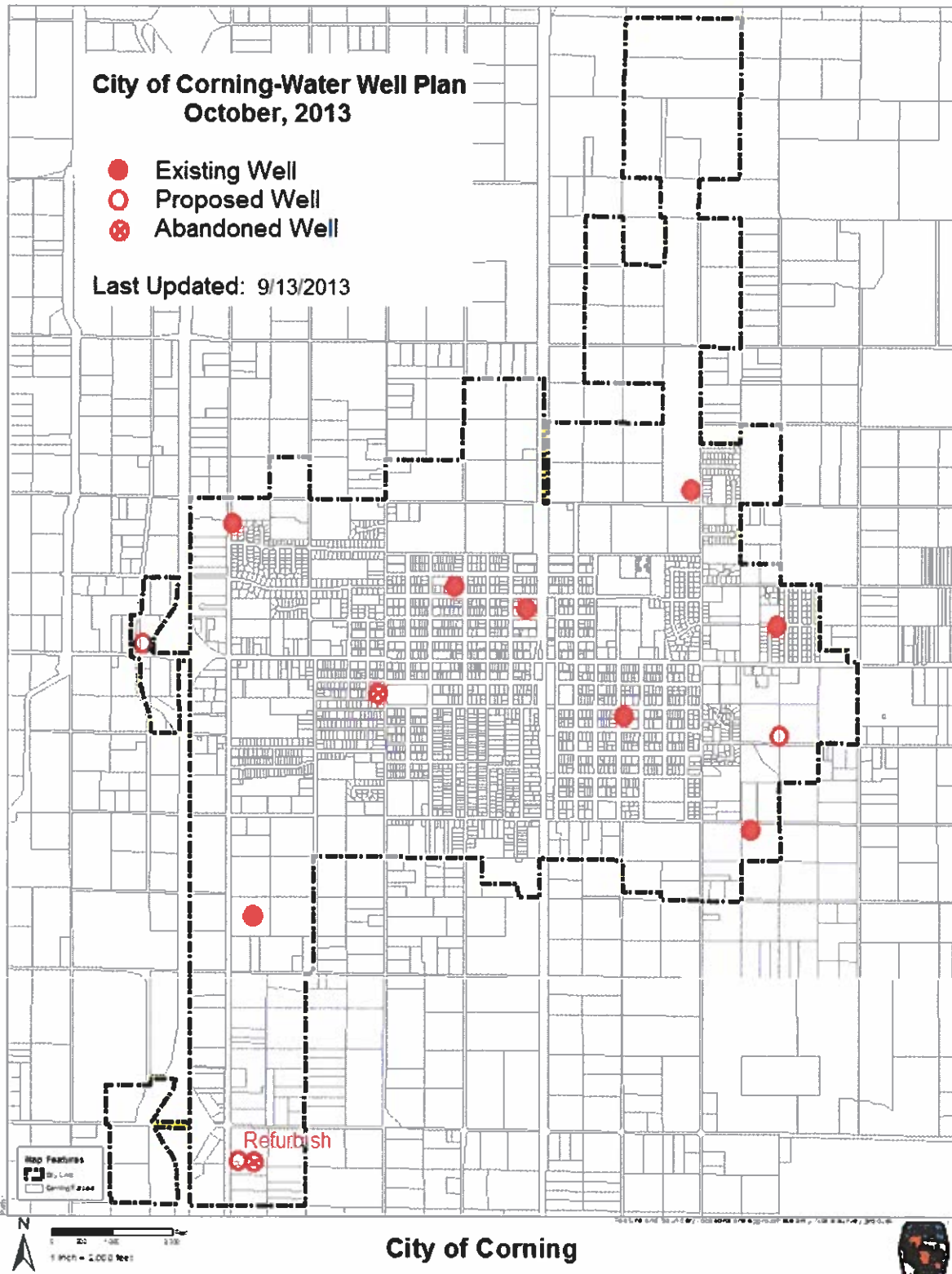
Chart K-2-Recommended Water Capital Improvement Facilities Fees

Project	Location	Projected Cost	Alt. A EDU's	Alt. A Cost/EDU	Alt. B EDU's	Alt. B Cost/EDU
New Well	Solano St. at Barham Ave.	\$530,000	2,124	\$249	2,426	\$218
New Well	Carona Ave. east of Blackburn Moon Drain bridge	\$530,000	2,124	\$249	2,426	\$218
Refurbish Well	Petro Well "A"	<u>\$150,000</u>	2,124	<u>\$71</u>	2,426	<u>\$62</u>
Totals:		\$1,210,000	2,124	\$570	2,426	\$499

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City of Corning 2013 Development Impact Fee Update

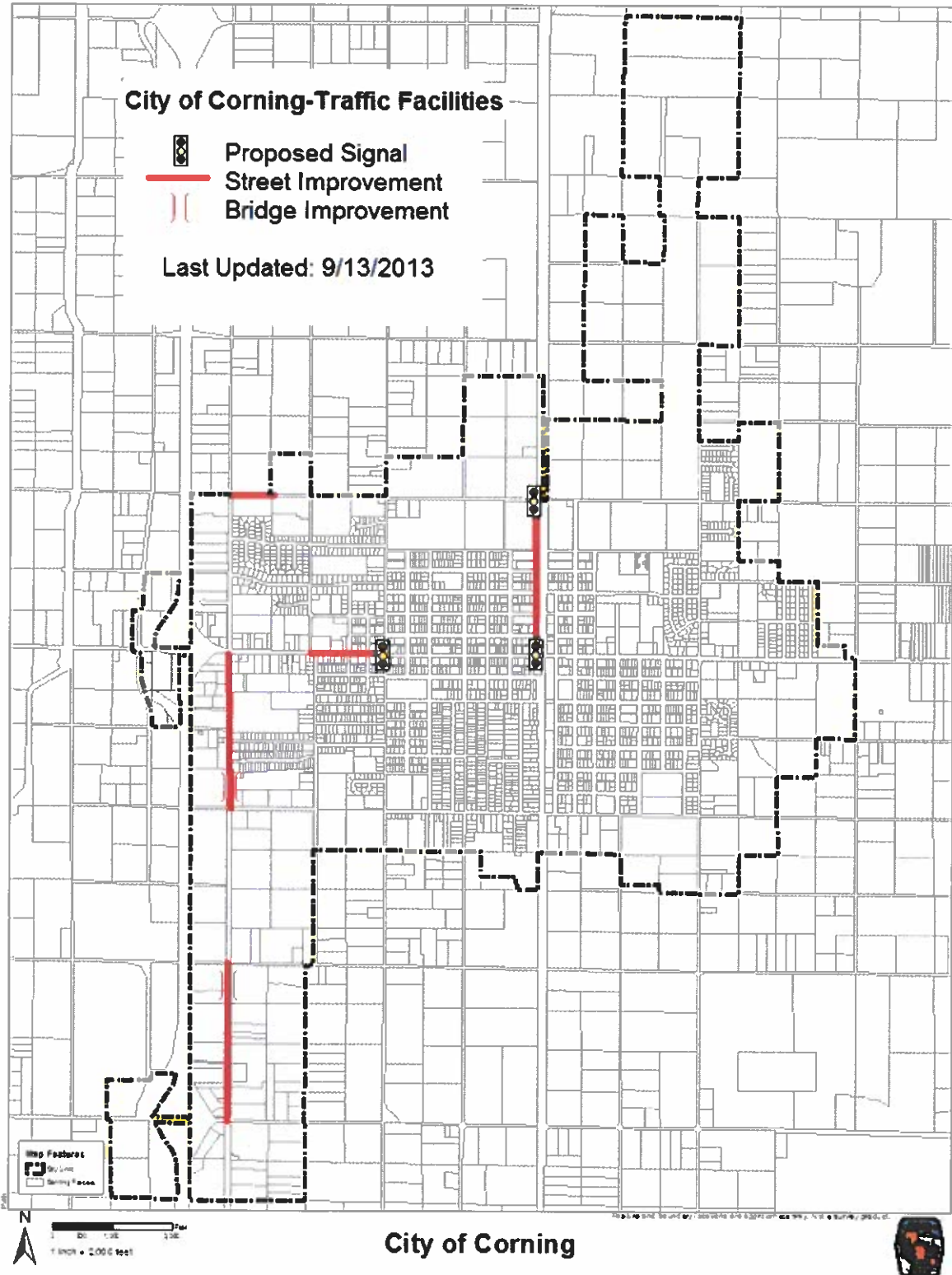
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L. Notices

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City of Corning 2013 Development Impact Fee Update

November, 2013

NOTICE OF PUBLIC HEARING DEVELOPMENT IMPACT FEES



WHAT'S BEING CONSIDERED?

The Corning City Council is considering modifying its Development Impact Fee program and fee schedule.

WHAT ARE DEVELOPMENT IMPACT FEES?

Development Impact Fees are fees implemented to lessen or "mitigate" the impacts of new development on City facilities. The fees are collected at the time of issuance of construction permits for new development. These fees do not affect existing residences or businesses, except when those uses are expanded.

The City of Corning currently collects Development Impacts Fees to mitigate impacts to sewer, water, drainage, transportation and recreation facilities. The fees were last reviewed in 2005. The matter at hand is to review and modify those fees based on development that's anticipated to occur over the next 20-year planning period. Staff's projections regarding development and facility needs are summarized in a report called a "Nexus Study". Staff may present alternative fee schedules for Council consideration.

WHY THIS NOTICE?

The City wants you to be aware that the Nexus Study and proposed Development Impact Fee schedule are available for your review at City Hall, 794 Third Street in Corning. You are invited to attend a Public Hearing to be conducted by the City Council in the City Council Chambers in City Hall at 794 Third Street at 7:30 p.m. on Tuesday, November 12, 2013. Please note if this matter is challenged in court, you may be limited to raising only those issues that were raised at the Public Hearing or in writing delivered to the City Council at or prior to the Public Hearing.

WHAT YOU CAN DO:

Please call or stop by City Hall if you have any questions or want to review the Nexus Study and proposed Fee Schedule. You are welcome to attend the Public Hearing to ask questions and/or to comment. Your written comments may be given to the City Council at the Hearing. If mailed, comments must be received by the City Clerk prior to the meeting. We are sorry but City staff cannot forward your verbal comments or questions to the City Council. Verbal comments or questions must come from you during the Public Hearing.

FOR MORE INFORMATION REGARDING THIS MATTER PLEASE CONTACT:

Planning Director, Public Works Director or City Manager
794 Third Street
Corning, CA 96021
(530) 824-7029

Publish: October 23rd and October 30th, 2013

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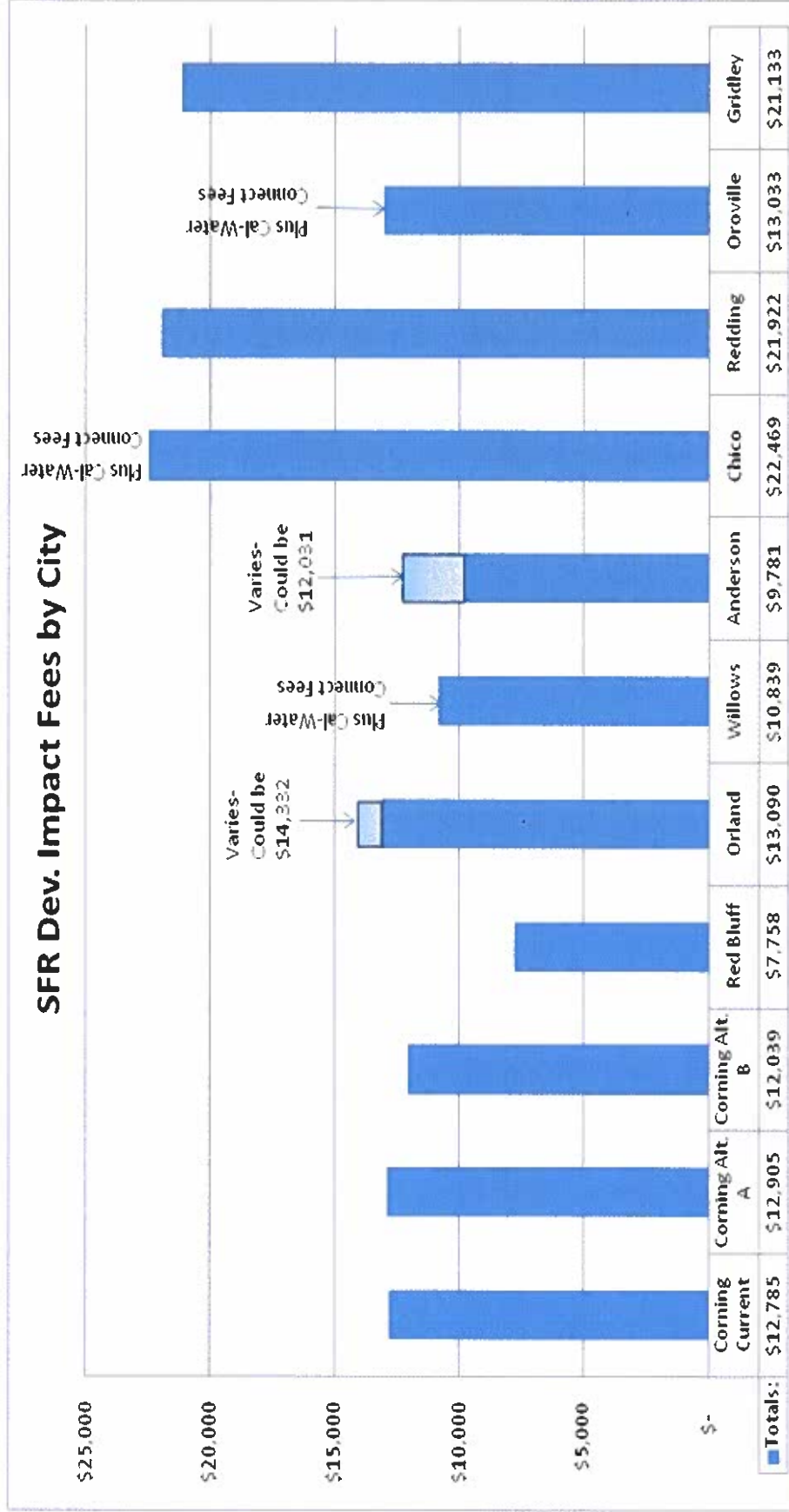
M. Other Cities DIF

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2013 Development Impact Fee Update

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**ITEM NO.: J-14
CONSIDER APPROVAL OF
ADDENDUM TO AGREEMENT
WITH NEW CINGULAR WIRELESS
PCS, LLC FOR GENERATOR
GROUND LEASE SPACE**

February 9, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
COLLIN BOGENER, CITY ATTORNEY



SUMMARY:

City staff negotiated an addendum to the existing agreement with Cingular Wireless PCS, LLC to increase the size of the Premises leased to Tenant to accommodate Tenant's needs for a 15' – 5" x 40' – 0" and 12' – 0" x 26' – 0" area for a total of 932 square feet to accommodate one Generac Standby Diesel Generator for back-up power. In the event of a power outage, the generator will provide back-up power to allow internet service to continue.

A summary of the Addendum to the Agreement is provided below:

- Rent paid to the City will be increased by \$2,200 per month subject to a 3% annual increase.
- One additional five-year renewal term, allowing the agreement to extend to August 29, 2035.
- Increases commercial general liability insurance provided from \$2,500,000 to \$3,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence.
- The City may condition its approval of additional equipment on an increase in rent provided that any requested increase shall be reasonable and consistent with industry standards for similar installations in the same geographic area.

BACKGROUND:

The original agreement with AT&T Wireless Services of California, Inc. (AT&T) allowed AT&T to use the premises for the transmission and replacement of its communications fixtures and related equipment utilizing the existing water tank, associated antennas, an equipment shelter, and fencing and any other items necessary to the successful and secure operation of the communication facility.

A summary of the original agreement is as follows:

- Total term of 30 years to August 29, 2030
- Provided AT&T a site lease of 620 square feet.
- Provided the ability for the tenant to modify, supplement. Upgrade, expand the equipment, increase the number of antennas, or relocate the communication facility within the premises at any time.
- Annual rent of \$500 that increased annually by three percent (3%).
- Commercial general liability insurance in the amount of **\$2,500,000** combined single limit for bodily injury or death/property damage arising out of any one occurrence.

FINANCIAL:

The proposed agreement would increase the fee paid to the City by \$2,200 per month (\$26,400 annually) and increases each year by 3%. Additional equipment is subject to negotiation and

shall be reasonable and consistent with industry standards for similar installations in the same geographic area.

RECOMMENDATION:

MAYOR AND CITY COUNCIL:

- **APPROVE THE PROPOSED AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, AS PRESENTED; AND**
- **AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT**

Market: San Francisco / Sacramento
Cell Site Number: CVL00295
Cell Site Name: Corning (CA)
Fixed Asset Number: 10090397

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below, is by and between The City of Corning, a municipal corporation, having a mailing address of 794 Third Street, Corning, California 96021 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor-in-interest to AT&T Wireless Services of California, Inc., having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into an Option and Lease Agreement dated August 29, 2000, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 1106 Butte Street, Corning, California 96021 ("**Agreement**"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to increase the size of the Premises; and

WHEREAS, Landlord and Tenant desire to adjust the Rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to extend the Term of the Agreement; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. New Premises Area. Landlord agrees to increase the size of the Premises leased to Tenant to accommodate Tenant's needs. Upon the execution of this First Amendment, Landlord leases to Tenant the additional premises described on attached Exhibit B-1 ("**New Premises Area**"). Landlord's execution of this First Amendment will signify Landlord's approval of Exhibit B-1. Exhibit B-1 hereby supplements Exhibit B to the Agreement. The Premises under the Agreement prior to this First Amendment in addition to the New Premises Area under this First Amendment shall be the Premises under the Agreement.

2. Generator. Tenant shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to, operation as may be required by applicable law) the equipment as more completely described on attached Exhibit B-1, including without limitation a concrete pad, generator thereon, and a back-up power supply. Tenant shall have the right to access the New Premises Area pursuant to the terms of the Agreement, and any provisions in the Agreement governing access shall apply to such access. The generator shall

remain the property of Tenant, and Tenant shall have the right to remove or modify said generator at any time.

3. Rent. Commencing the first day of the month following full execution of this First Amendment ("**Increase Commencement Date**"), Rent shall be increased by Two Thousand Two Hundred and No/100 Dollars (\$2,200.00) per month, subject to further adjustments, if any, as provided in the Agreement; provided that the first such increased payment shall not be due until sixty (60) days after such Increase Commencement Date and provided further that, any partial month occurring after the Increase Commencement Date, the increased Rent amount shall be pro-rated.

Notwithstanding the existing terms and conditions in Section 2 of the Agreement, Tenant shall not be permitted to make any modifications to the Communication Facility unless Tenant has obtained Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned. Landlord may condition its approval of additional equipment on an increase in Rent provided that any requested increase shall be reasonable and consistent with industry standards for similar installations in the same geographic area. Notwithstanding the foregoing, Landlord's consent shall not be required for the modification, exchange, or addition of equipment at and to the Communication Facility that is wholly within the ground space or is an exchange of equipment with that which is of the same like and kind. Tenant's equipment including the Additional Premises Area and generator permitted by this First Amendment is described on attached "Exhibit C". Landlord's execution of this First Amendment will signify Landlord's approval of Exhibit C.

4. Extension of Term. In addition to the Extension Terms presently set forth in the Agreement, the parties hereby agree to add one (1) additional Extension Term of five (5) years. Accordingly, at the end of the final Extension Terms presently set forth in the Agreement, the Term will automatically renew for one (1) additional period of five (5) years unless either party provides notice in writing of their intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then existing Extension Term. All other means to terminate the Agreement, as set forth in Section 6 of the Agreement, remain in full force and effect.

5. Other. Landlord represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the Property where the Premises and New Premises Area are located that would adversely impact Tenant's permitting and/or installation of a generator within the New Premises Area. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain any government approvals for Tenant's use of the New Premises Area under this First Amendment and agrees, at Tenant's request, to reasonably assist Tenant with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Tenant may use the generator in the manner set forth under the applicable law. Tenant may terminate this First Amendment by written notice to Landlord at any time, and the Rent increase set forth in Section 3 hereof shall not take effect or shall be cancelled, as applicable, following any such termination. Within one hundred twenty (120) days after termination of this First Amendment, Tenant shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Tenant fails to remove within such period and cessation of Tenant's operations at the New Premises Area shall be deemed abandoned. Tenant shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.

6. Notices. Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized

overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LANDLORD: City of Corning
794 Third Street
Corning, CA
96021

If to TENANT: New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site # CVL00295

Cell Site Name: Corning (CA)
Fixed Asset #: 10090397
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # CVL00295
Cell Site Name: Corning (CA)
Fixed Asset #: 10090397
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

7. Insurance. Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property replacement cost; Tenant self-insures its property insurance; (ii) commercial liability insurance based on ISO form CG 00 01 or a substitute form providing substantially equivalent coverage with a limit of liability of \$3,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Worker's Compensation insurance as required by law. The coverage afforded by Tenant's commercial liability insurance shall apply to Landlord as an additional insured by endorsement with respect to the Agreement, but only with respect to Landlord's liability caused, in whole or in part, by Tenant's operations under the Agreement. All insurance required by express provisions of the Agreement shall be provided by insurance companies given a least an "A-" and "VI" rating by A.M. Best and which are eligible to do business by the State of California Department of Insurance.

8. Unmanned Aircraft System. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

9. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

10. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be effective as of the last date written below.

LANDLORD:
The City of Corning,
a municipal corporation

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT B-1

New Premises Area

See attached Construction Drawings prepared by GeoStructural, LLC dated August 20, 2020

EXHIBIT "C"

Restated Tenant's Communication Facility

Premises Area:

- 15' – 5" x 40' – 0" and 12' – 0" x 26' – 0" areas for a total of 932 square feet

Shelter

- One (1) 11' – 6" x 28' – 0" prefabricated equipment shelter

Standby Generator

- One (1) Generac Standby Diesel Generator with base fuel tank on new concrete pad within existing Premises

Water Tower Mounted Equipment:

- Panel Antennas – (12) - (4) panel antennas per sector; (3) sectors
- Radios (RRUs) – (15) - (5) RRU's per sector; (3) sectors
- Surge Suppressors (4) – (1 & 2) Surge Suppressors per sector; (3) sectors
- Diplexers – (3) – (1) Diplexer per sector.
- TMAs – (3) – (1) TMA (Tower Mounted Amplifier) per sector
- Coax Lines – (16)
- Fiber Trunk Lines – (4)
- DC Power Trunk Lines – (8)
- Microwave Antenna (1) – 6' diameter microwave antenna
- Microwave Supporting coax lines (2)

Cell Site Number: Corning - R033

Address: 1106 Butte St., Corning, CA 96021

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by **The City of Corning a municipal corporation**, with a Tax ID No. of 94-6000317, having its principal office/residing at 794 Third Street, Corning, CA 96021 (hereinafter referred to as "Landlord") and **AT&T WIRELESS SERVICES OF CALIFORNIA, INC.**, a Delaware corporation, d/b/a **AT&T Wireless Services**, having an office at 2729 Prospect Park Drive, Rancho Cordova, CA 95670 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located 1106 Butte Street, Corning, CA 96021 identified as Assessor's Parcel No. 71-115-07 in the County of Tehama, State of California, and further identified as described in **Exhibit "A"**, (collectively "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business.

The parties agree as follows:

1. **OPTION TO LEASE.** (a) Landlord hereby grants to Tenant an option (the "Option") to lease a portion of the Property measuring approximately 620 square feet as described on attached **Exhibit B** (collectively the "Premises"), together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property.

(b) During the Option period and any extension thereof, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of One Thousand Dollars (\$1,000.00) upon execution of this Agreement. The Option will be for an initial term of one (1) year (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional One Thousand Dollars (\$1,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the following terms and conditions. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other. Tenant does not have to provide notice to Landlord that Tenant will not exercise the Option.

08/25/2000

Option land lease LV (5)

2. PERMITTED USE. Subject to Tenant successfully acquiring the approvals referenced in paragraph 5 below, Tenant may use the Premises for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its communications fixtures and related equipment, cables, accessories and improvements (collectively, the "Communication Facility"); such use includes the right to construct a suitable support structure utilizing the existing water tank, associated antennas, an equipment shelter or cabinet, and fencing and any other items necessary to the successful and secure operation of the Communication Facility. Landlord and Tenant agree that Exhibit B shows the initial installation of Tenant and that it does not limit Tenant's rights under this paragraph. Landlord's execution of this Agreement will signify Landlord's approval of Exhibit B. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Premises improvements, alterations, or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Premises in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. TERM. (a) The initial lease term will be five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred.

(b) This Agreement will automatically renew for five (5) additional five (5) year Term(s) (the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.

(c) The Initial Term and the Extension Term are collectively referred to as the Term. ("Term").

4. RENT. (a) Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant will pay Landlord a monthly rental payment of Five Hundred Dollars (\$500.00), plus any applicable tax, to Landlord, at the address set forth above. Rent will be prorated for any partial month.

(b) Beginning with year two (2) of the Initial Term, and each year thereafter, including throughout any option terms exercised, the monthly rent will be increased by Three Percent (3%) over the previous year's monthly rent.

(c) Tenant will remit to Landlord upon Commencement the one-time payment of One Thousand Dollars (\$1,000.00). The said amount is to be in addition to the first months Rent addressed in Section 4 (a) as compensation for replacement by Landlord of the existing Safety Line Cable on the water tank.

5. APPROVALS. (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon its suitability for Tenant's intended use and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). Landlord authorizes Tenant to prepare, execute and file all

required applications to obtain Governmental Approvals for Tenant's use under this Agreement and agrees to reasonably assist Tenant with such applications.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also obtain, at Tenant's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports (collectively the "Tests") on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant, or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant on sixty (60) days written notice for any reason, other than (a) or (b) above, or in paragraph 8, below, so long as Tenant pays Landlord a termination fee equal to six (6) months rent, at the then current rate.

(d) by Landlord on sixty (60) days written notice if Tenant's transmission or reception of communication signals interferes with or impedes the ability of Landlord to use, expand, or improve its own police, fire, and other communications services for the benefit of the general public..

(e) by Landlord on one hundred eighty (180) days written notice if Landlord in its sole discretion determines that the water tower located on the Property must be removed due to obsolescence, excessive maintenance costs, or problems related to its structural integrity (i.e. earthquake damages). In lieu of termination hereunder, Landlord, in good faith, shall use its best efforts to accommodate Tenant's and allow Tenant to relocate the Communication Facility to an alternative site on the Property, and allow for its continuous and uninterrupted use, provided such space is available and is suitable for communication systems operations. If the relocation, despite the good faith efforts of both parties, cannot accommodate Tenant's Communication Facility, Tenant shall have the right to terminate this Lease upon reasonable notice to Landlord.

7. INSURANCE. Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a company and in a form acceptable to Landlord and including Landlord and its officers, agents and employees as additional insureds with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. Such insurance shall not be secondary to any other coverage and shall contain a requirement that it shall not be canceled without advance written notice being provided to Landlord.

8. INTERFERENCE. (a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) and their frequencies on the Property to

allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency users on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with Tenant's Communications Facility. Landlord will notify Tenant prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its communications equipment in a manner consistent with the other provisions of this Agreement.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease upon not more than twenty-four (24) hour notice from Tenant. In the event any such interference to Tenant's operations does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Landlord.

(d) The installation and maintenance of the Communication Facility will not interfere with the Landlord's existing police, fire or other emergency equipment or operations within the Property. In the event Tenant's installations interfere with the Landlord's equipment or operations, Tenant will immediately cease such interference, after notice thereof until it is able to resolve the problem. If the interference cannot be resolved, either party will be entitled to terminate this Agreement upon sixty days prior written notice.

9. INDEMNIFICATION. (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the installation, use, maintenance, repair or removal of the Communication Facility or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the actions or failure to act of Landlord or its employees or agents, or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, each of Tenant and Landlord hereby waives any claims that they may have against the other with respect to consequential, incidental or special damages.

10. WARRANTIES. (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of

the Premises under this Agreement, (ii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iii) its execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL. (a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as many now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

12. ACCESS. At all times throughout the term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four hour, seven day vehicular access to and over the Property, from an open and improved public road to the Premises over the route indicated on Exhibit B, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Upon Tenant's request, Landlord will execute an easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord hereby agrees to grant additional access or easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all such improvements.

Footings, foundations, and concrete will be removed to a depth of one foot below grade and the Premises and access route will be restored to the condition they were in at the inception of this lease, reasonable wear and tear excepted. Notwithstanding the above, per Landlord's request, after completion of the first Extension Term Tenant shall not remove the equipment shelter, and title to which shall pass to Landlord upon termination of this Agreement.

14. MAINTENANCE; UTILITIES. (a) Tenant will keep and maintain the Premises and access thereto, in good condition, reasonable wear and tear and damage from the elements excepted. Tenant will landscape around its equipment shelter to Landlord's reasonable satisfaction in such a manner so as to attractively screen it from the street and will install such lighting as may be required by Landlord to enhance the safety and security of the Premises and surrounding property. Tenant shall install new lighting fixtures on the east and west sections of the water tank comparable to the existing lighting on the north and south sections of the water tank to be detailed on Tenant's construction drawings and approved by landlord.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. In the event Tenant cannot secure its own-metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. Tenant will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Landlord and billed to Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE. (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay from Landlord; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity including the right to cure Tenant's default and to deduct the costs of such cure from any moneys due to Tenant from Landlord.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any moneys due to Landlord from Tenant.

16. ASSIGNMENT/SUBLEASE. Tenant may assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to the Tenant's principal, affiliates, subsidiaries, subsidiaries of its principal or to any

entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement without Landlord's consent.

17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth below.

To Landlord: The City of Coming
794 Third Street
Coming, CA 96021
Attn: _____
Telephone: (530) 824-7033
Facsimile: (530) 824-2489

with a copy to: Michael Fitzpatrick, City Attorney
City of Coming
P.O. Box 494399
Redding, CA 96049
Telephone: (530) 245-4391
Facsimile: (530) 2454390

To Tenant: AT&T Wireless Services
Attn: Shared Property Analyst
2729 Prospect Park Dr.
Rancho Cordova, CA 95670
Telephone: (916) 843-8249
Facsimile: (916) 843-8547

with a copy to: AT&T Wireless Services
Daniel E. Smith, Corporate Counsel
12900 Park Plaza Drive
Cerritos, CA 90703-8573
Telephone: (562) 468-6008
Facsimile: (562) 403-1833

18. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

19 CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in

the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

20. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date such notice is received by Landlord. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof from its own insurance carriers and to be reimbursed for any prepaid Rent.

21. WAIVER OF LANDLORD'S LIENS. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. MISCELLANEOUS.

(a) **Amendment, Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Short Form Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply:

(i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging

that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's rent has been paid in advance.

(h) **No Option.** The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(i) **Taxes.** Tenant will pay all personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility. Tenant, upon presentation of sufficient and proper documentation, will pay, within thirty (30) days, any increase in real property taxes levied against the Property (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) which is directly attributable to Tenant's use of the Property, provided Tenant will be entitled to appeal any such increase payable by it. Landlord agrees that it will cooperate with an appeal of such taxes and will promptly pay when due all real estate taxes levied against the Property.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this 29th day of August, 2000

The City of Corning, a municipal corporation

"LANDLORD"

By: Gary R. Strack

Name: Gary R. Strack

Its: Mayor

"TENANT"

AT&T WIRELESS SERVICES OF CALIFORNIA, INC., a Delaware corporation, d/b/a AT&T Wireless Services

By: Craig Bloom

Name: Craig Bloom

Its: System Development Manager

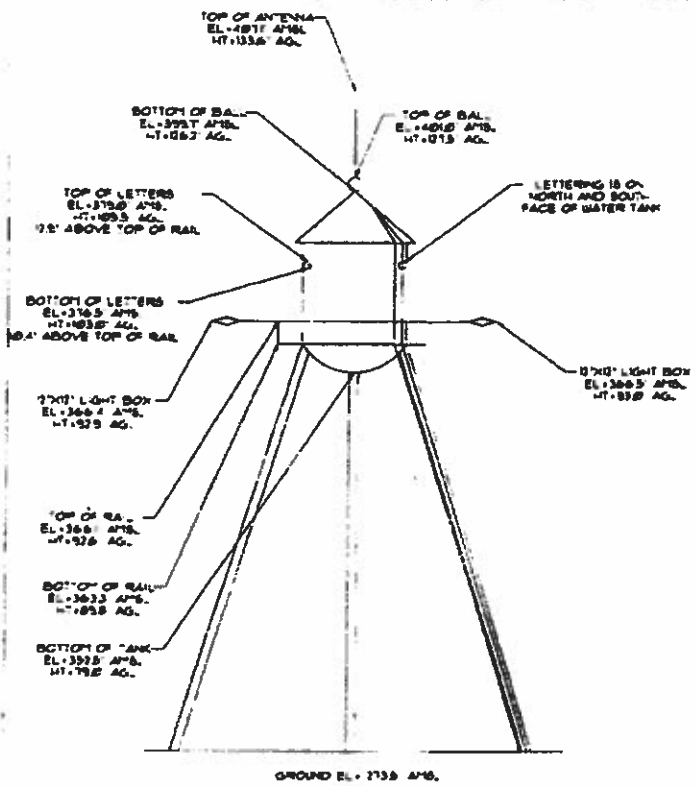
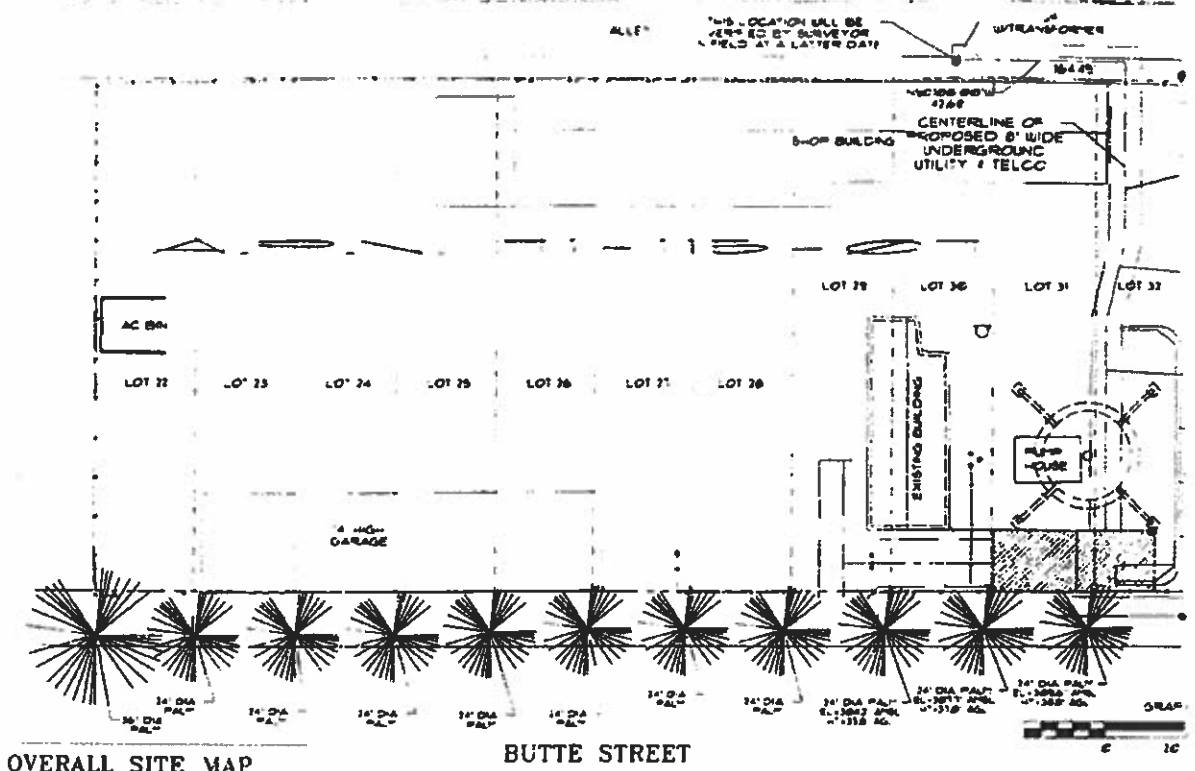
Aug 30: 2030
TSB: J

EXHIBIT A

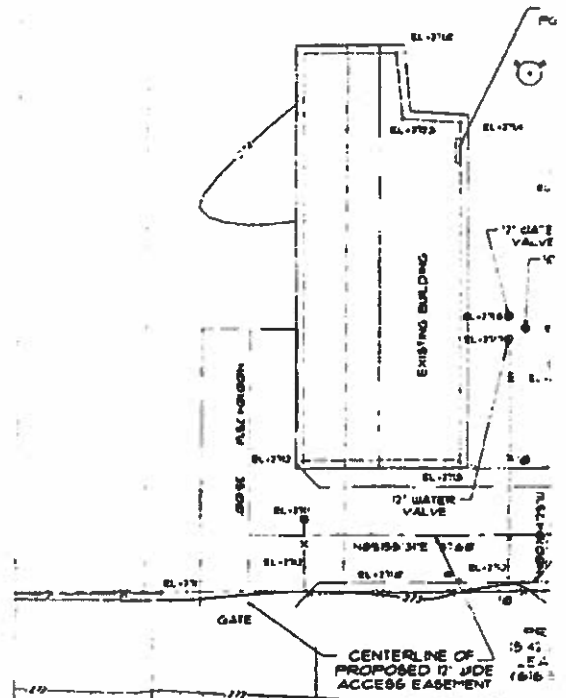
The Property is legally described as follows:

Lots 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32 of Block 15 of the Town (now city) of Corning, as the same are shown on the map filed in the office of the County Recorder of the County of Tehama, State of California, August 3, 1888 in Book A of Maps, at page 47.

Assessor's Parcel No: 71-115-07



TOWER ELEVATION

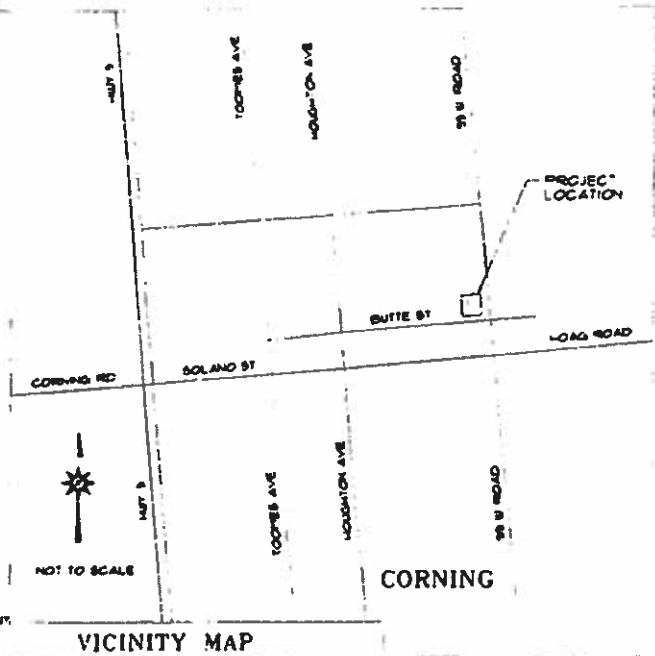


LEASE AREA DETAIL

LEGEN.

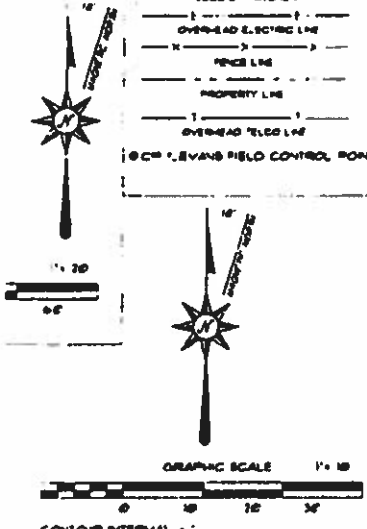
- MANHOLE
- ⊖ FIVE-DRAIN
- LIGHT POLE
- TELE. BOX
- ELECTRIC BOX
- POWER POLE
- LIGHT POLE
- TELE. POLE
- TOWER
- ⊗ PAL

3RD STREET



Evans Surveys Inc.
 420 LYNN AVENUE
 FAIRFIELD, CALIFORNIA 94533
 Tel. (707) 428-4700
 Fax (707) 428-8308

**A T & T
 Wireless
 Services**



VICINITY MAP

PROJECT NAME		
CORNING		
DRAWN BY		
ESI CADD DEP		
CHECKED BY		
G EVANS		
NO	DATE	REVISION
△	08/23/00	90% T&A
△	08/24/00	REV PER P&I

SURVEYED BY OR UNDER THE DIRECTION OF CHARLES L. EVANS PLS 3107

PARCEL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF CORNING, COUNTY OF TEHAMA, STATE OF CALIFORNIA, BEING A PORTION OF LOTS NO. 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 AND 32 OF BLOCK 9 OF LANDS CONVEYED TO THE CITY OF CORNING BY DEED RECORDED 3 AUGUST 1988 IN BOOK A OF MAPS, AT PAGE 47, TEHAMA COUNTY OFFICIAL RECORDS.

LEASE DESCRIPTION

ALL THAT CERTAIN LEASE AREA SITUATED IN THE CITY OF CORNING, COUNTY OF TEHAMA, STATE OF CALIFORNIA, BEING A PORTION OF LOTS NO. 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 AND 32 OF BLOCK 9 OF LANDS CONVEYED TO THE CITY OF CORNING BY DEED RECORDED 3 AUGUST 1988 IN BOOK A OF MAPS, AT PAGE 47, TEHAMA COUNTY OFFICIAL RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING SOUTH 89°59'31" WEST, 93.4 FEET FROM THE SOUTHEAST CORNER OF SAID LANDS; THENCE FROM SAID POINT OF BEGINNING SOUTH 89°59'31" WEST, 48.89 FEET; THENCE NORTH 89°59'31" WEST, 19.4 FEET; THENCE NORTH 89°59'31" EAST, 48.89 FEET; THENCE SOUTH 08°18'42" EAST, 19.4 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH UTILITY AND POWER EASEMENTS NECESSARY TO SERVE THE LEASE AREA.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS FROM THE PUBLIC ROAD TO THE LEASE AREA, AS GENERALLY SHOWN UPON THIS PLAN.

BASES OF BEARINGS ARE TRUE NORTH AS DETERMINED BY SOLAR OBSERVATION.

FLOOD PLAIN ELEVATION OF PROJECT AREA IN ZONE X, OUTSIDE OF 500 YEAR FLOOD PLAIN, AS SHOWN ON FEMA FIRM MAP COMMUNITY-PANEL NUMBER 050391 0005C, DATED SEPTEMBER 27, 1997.

FAA 1A CERTIFICATION

LATITUDE AND LONGITUDE FOR THE PROJECT AREA WAS OBTAINED FROM INFORMATION PROVIDED BY A GPS SURVEY. THE GEODEIC POSITION SHOWN WAS DETERMINED UTILIZING FAST-STATIC GPS OBSERVATIONS FROM HIGH MONUMENTS USING TRIMBLE 4800LS GPS RECEIVERS. THE DATA WAS DIFFERENTIALLY CORRECTED WITH TRIMBLE GPS SURVEY SOFTWARE.

LATITUDE AND LONGITUDE DENOTED ON THIS PLAN ARE ACCURATE TO WITHIN 152 FEET HORIZONTALLY AND THE ELEVATIONS SHOWN ON THIS PLAN ARE ACCURATE TO WITHIN 36 FEET VERTICALLY.

LATITUDE 39°55'48.72" LONGITUDE 122°10'41.54" (NAD 23)
 LATITUDE 39°55'48.3" LONGITUDE 122°10'45.50" (NAD 83)

APPROVALS

Project Manager	Date
_____	_____
_____	_____
_____	_____

**R-033
 CORNING
 CELLULAR SITE
 1106 BUTTE ST
 CORNING, CA 96021
 TEHAMA COUNTY**

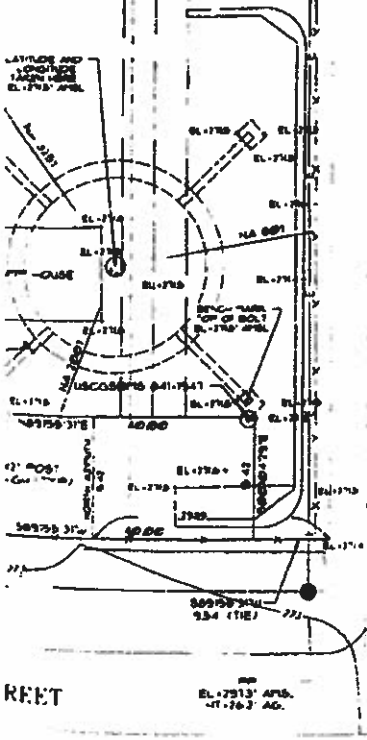
AT&T WIRELESS SERVICES
 2129 PROSPECT PARK DRIVE
 RANCHO CORDOVA, CA 95670

SHEET TITLE

**PLOT PLAN AND
 SITE TOPOGRAPHY**

SHEET NUMBER

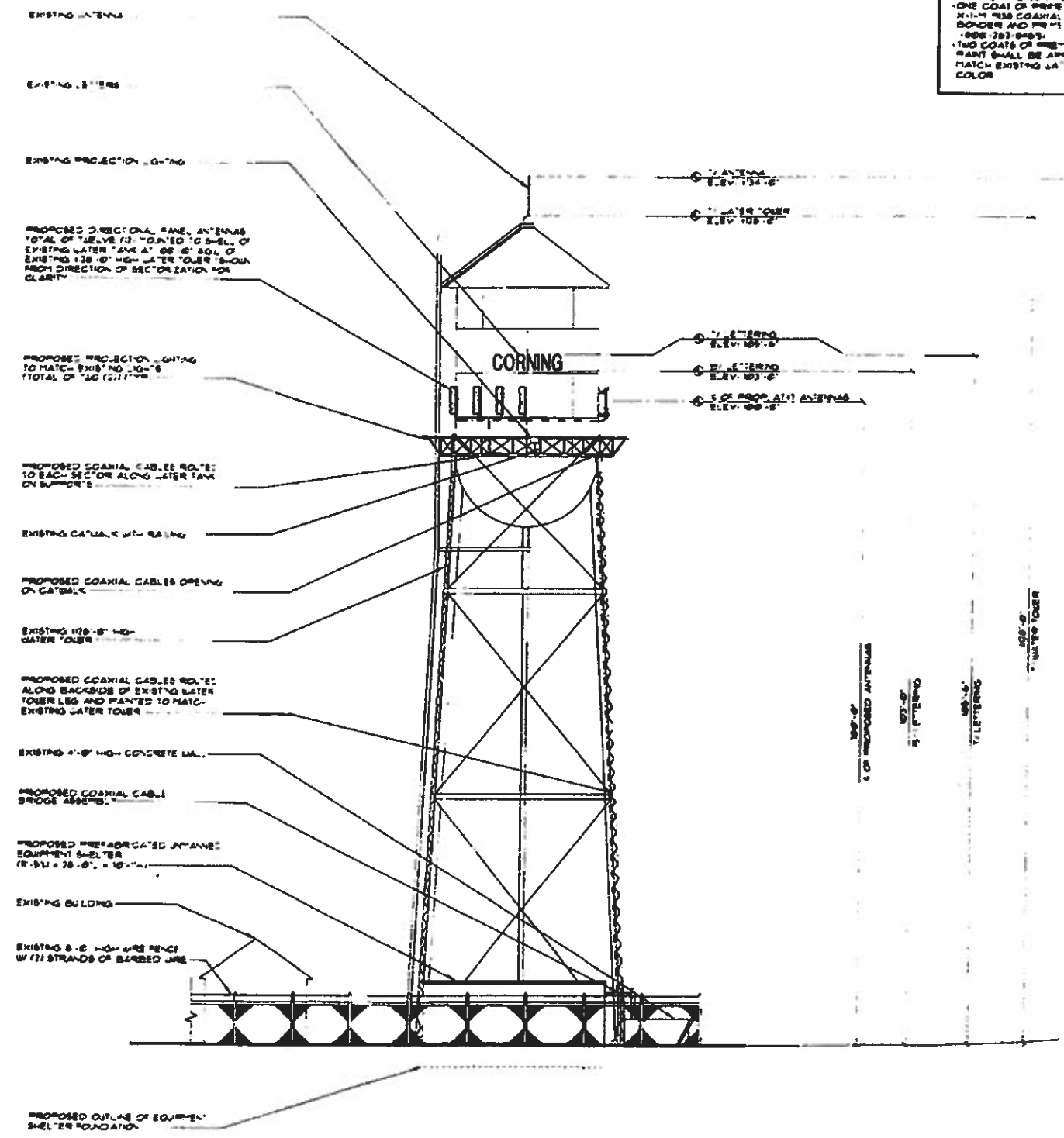
P-1



FEET

EXHIBIT B-1

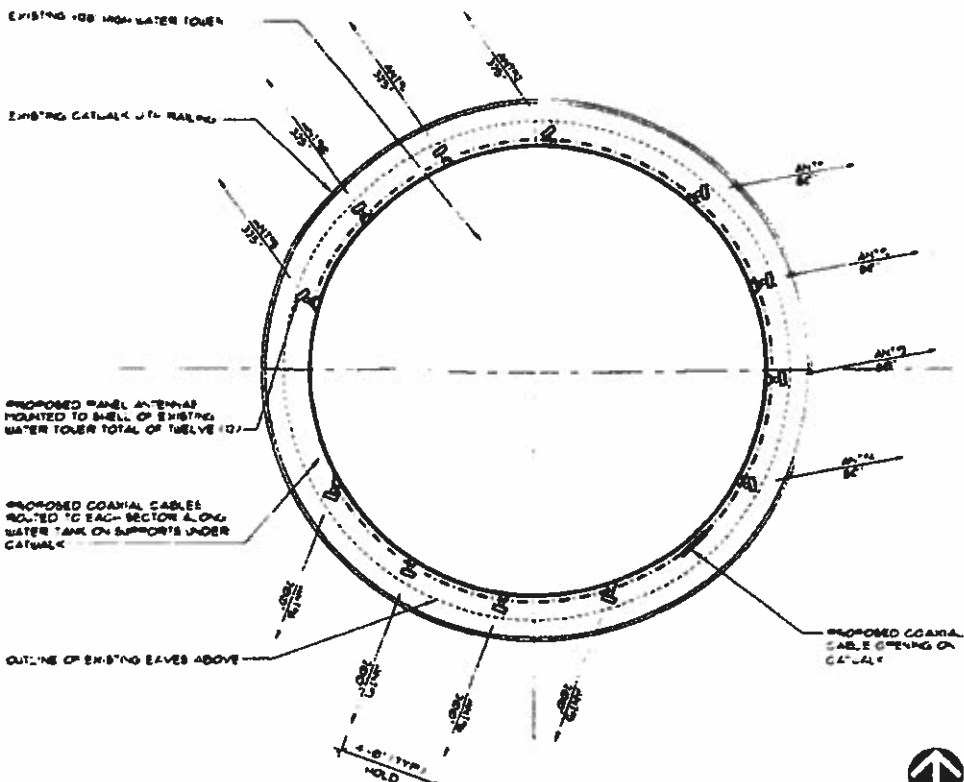
NOTE
 ALL ANTENNA COUPLING MOUNTING ASSEMBLIES SHALL BE PAINTED WITH ZINC CHROMATE TO MATCH WATER TOWER. SHALL BE PAINTED TRANSPARENT PANT.
 ALL THE STEEL COMPOSED TO WATER TOWER SHALL BE GALVANIZED.
 ALL ANTENNA CABLE TO WATER TOWER SHALL BE REMOVED OF ALL DIRT AND OTHER FROM ENTIRE SURFACE. ONE COAT OF PROPOSED COAXIAL BINDER AND PROPOSED 253 SH-2. TWO COATS OF PROPOSED PAINT SHALL BE APPLIED TO MATCH EXISTING WATER TOWER COLOR.



SOUTH ELEVATION

SCALE 1/8" = 1'-0"

DATE
BY



AT&T
Wireless Services

2729 PROSPECT PARK DRIVE
RANCHO CORDOVA, CA 95870
OFFICE: (916) 857-8423
FAX: (916) 843-7522

SITE R-033
CORNING

1106 BUTTE STREET
CITY OF CORNING
TEHAMA COUNTY
CALIFORNIA, 96021

PAL Telecom Group
A GROUP WELLS COMPANY

PROJECT MANAGEMENT
ARCHITECTURE
ENGINEERING
CONSTRUCTION

1808 HIGHWAY 18, SUITE 100
LYNNWOOD, WA 98037
Tel: (425) 946-3008 Fax: (425) 944-1151

815 W. BETHLEHEM
CHICAGO, IL 60611
Tel: (773) 693-5700 Fax: (773) 693-3044

EMAIL: info@palgroup.com
www.palgroup.com

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PROJECT MANAGER: JYS

PREPARED BY: AC/SPM

APPROVED BY: JYS

1. 0-14 OF 14 SHEETS FOR CONSTRUCTION
2. 0-000 SHEETS FOR EARTH ELEVATION

8-24-00

SHEET TITLE
ELEVATION

SHEET NUMBER
A-1

PAL PROJECT NUMBER
10670

2 ANTENNA LAYOUT PLAN
SCALE 1/4" = 1'-0"

GENERAL NOTES

HEALTH AND SAFETY:
CONTRACTOR SHALL PROVIDE ALL SAFETY EQUIPMENT AND FALL PROTECTION TO INSURE THE SAFETY OF ON-SITE PERSONNEL DURING CONSTRUCTION.

ACCESS TO THE TANK INTERIOR WATER COMPARTMENT SHALL NOT BE PERMITTED WITHOUT THE APPROVAL OF THE OWNER. PRECAUTIONS SHALL BE TAKEN TO PREVENT WATER CONTAMINATION.

THE PAINT SYSTEM SHALL BE CHECKED FOR HAZARDOUS METALS WHERE HAZARDOUS METALS ARE FOUND IN THE PAINT SYSTEM. THE ENVIRONMENT AND WORKERS MUST BE PROTECTED FROM CONTAMINATION.

GENERAL WELDING
ALL WELDING SHALL BE IN ACCORDANCE WITH ASME D988 SEC. 8, WELDING AND SEC. 9, INSPECTION AND TESTING.

ALL WELDS TO THE TANK TANK SURFACE SHALL BE MADE WITH E7018 LOW HYDROGEN ROD AND SHALL BE SMOOTH AND FREE OF BURRS AND UNDERCUTS. UNACCEPTABLE WELDS SHALL BE REPAIRED AS REQUIRED TO MEET ASME D988 REQUIREMENTS.

NO WELDING SHALL BE DONE WHEN THE AMBIENT TEMPERATURE IS BELOW 33 DEGREE FAHRENHEIT UNLESS THE REQUIREMENTS OF ASME D988 SEC. 9.2 ARE FOLLOWED.

WELDING TO THE TANK OR ACCESS TUBE OPPOSITE THE WATER LEVEL IS NOT PERMITTED. THE WATER LEVEL SHALL BE DRAIN DOWN TO LEVEL TWO FEET BELOW THE POINT OF WELDING.

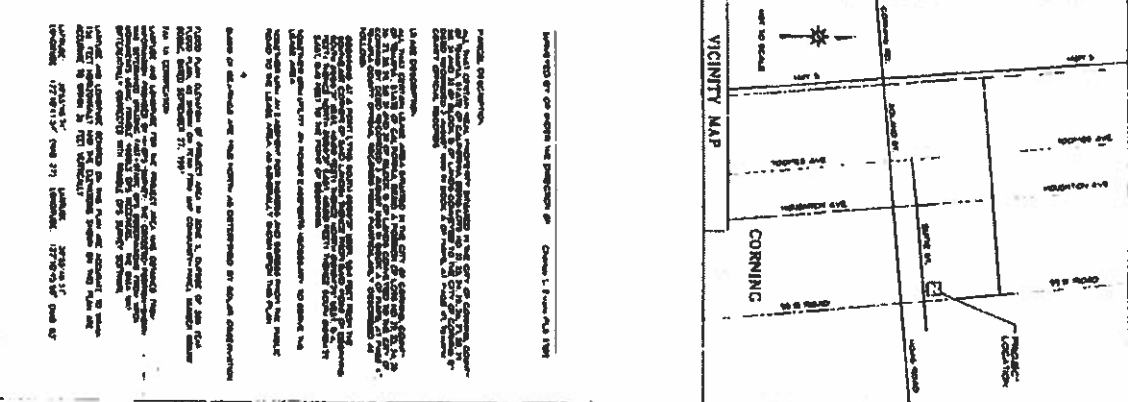
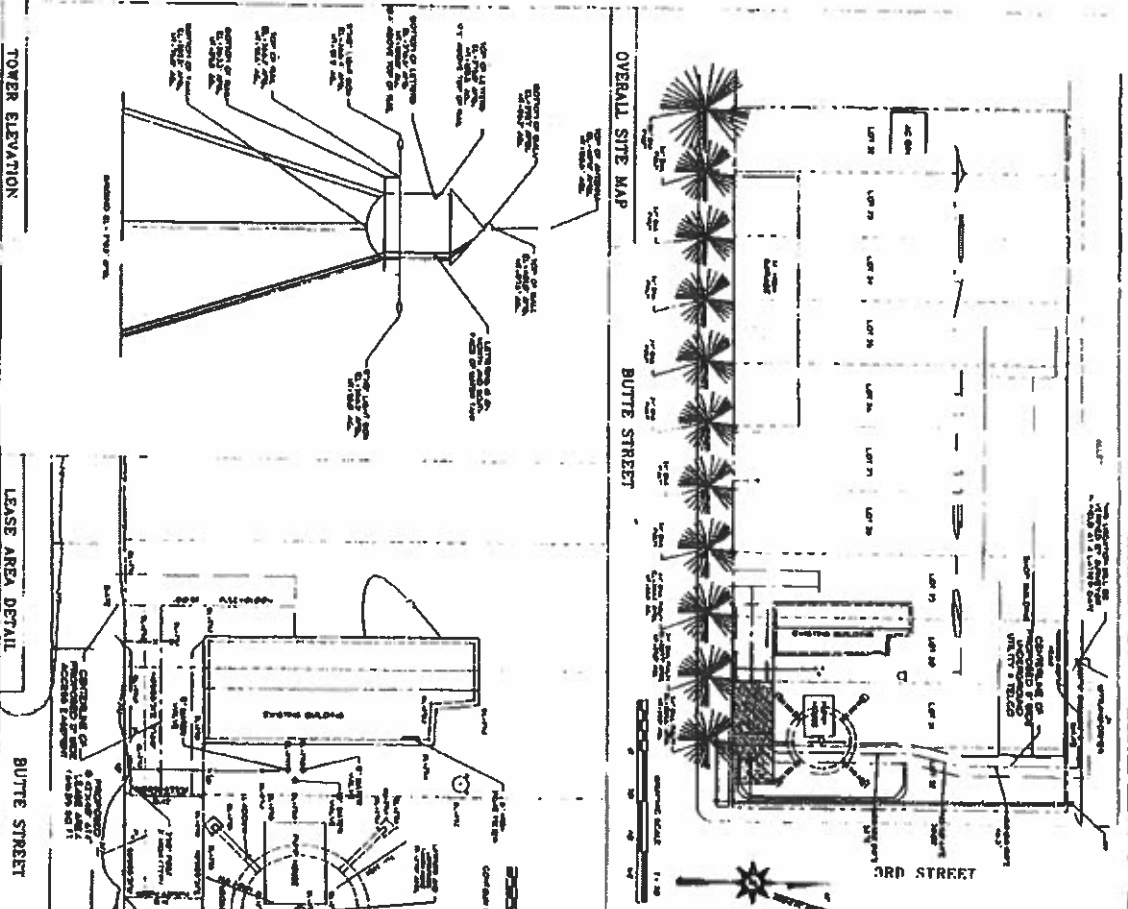
WELDING MAY CAUSE DISTURBING OF THE INTERIOR PAINT OPPOSITE THE WELD. DAMAGED PAINT SURFACES SHOULD BE TOUCHED UP WHEN THE TANK IS TAKEN OUT OF SERVICE FOR ITS ANNUAL INSPECTION. EXTERIOR PAINT DAMAGE SHALL BE REPAIRED AFTER COMPLETION OF THE ANTENNA INSTALLATION AND SHALL BE COMPATIBLE WITH THE EXISTING PAINT SYSTEM.

GALVANIZED COMPONENTS SHALL NOT BE WELDED DIRECTLY TO THE TANK SURFACE. OTHER GALVANIZED SURFACES SHALL BE GROUND FREE OF GALVANIZED BEFORE WELDING.

TUBULAR COLUMNS ARE HERMETICALLY SEALED AND MUST NOT BE BREACHED (FRACTURED) UNDER ANY CIRCUMSTANCES.

3 GENERAL NOTES

EXHIBIT B-2



LEGEND

- ① Tower
- ② Antenna Array
- ③ Building
- ④ Lot 1
- ⑤ Lot 2
- ⑥ Lot 3
- ⑦ Lot 4
- ⑧ Lot 5
- ⑨ Lot 6
- ⑩ Lot 7
- ⑪ Lot 8
- ⑫ Lot 9
- ⑬ Lot 10

VICINITY MAP

Map showing the location of the site within the Cornning area, bounded by Butte Street and 3rd Street.

APPROVALS

DATE: _____

BY: _____

FOR: _____

PLANNING

DATE: _____

BY: _____

FOR: _____

ENGINEERING

DATE: _____

BY: _____

FOR: _____

LEGAL

DATE: _____

BY: _____

FOR: _____

AT&T WIRELESS SERVICES
 7700 PASCADUCT PARK DRIVE
 RANCHO CORDOVA, CA 95668

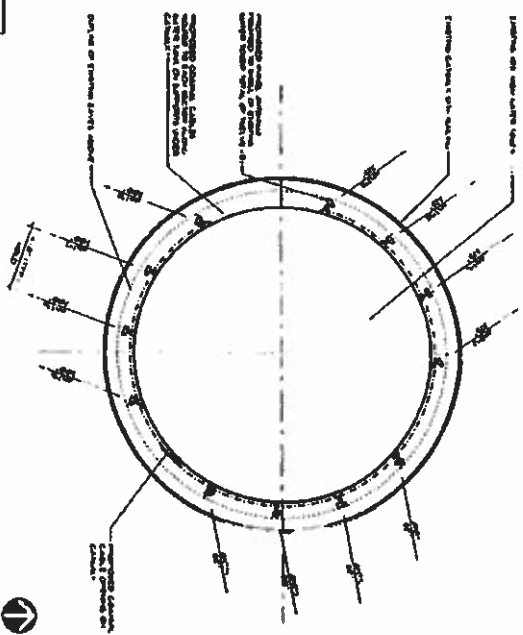
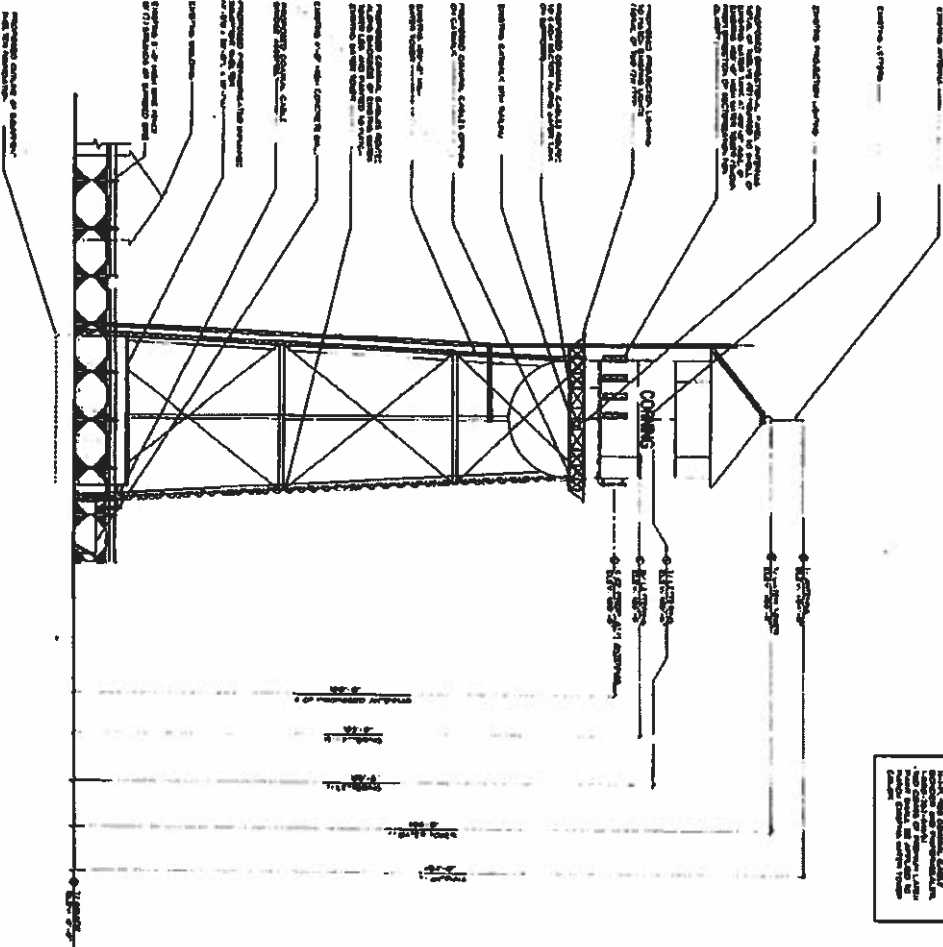
PILOT PLAN AND SITE TOPOGRAPHY

R-033 CORNING CELLULAR SITE
 1108 BUTTE ST.
 CORNING, CA 96021
 THERMAL COUNTY

AT&T Wireless Services

EXHIBIT B-1

NOTES:
 1. THE DESIGN OF THIS TOWER IS BASED ON THE ASSUMPTIONS AND LOADS SET FORTH IN THE SPECIFICATIONS AND COMMENTS HEREON.
 2. THE TOWER IS DESIGNED TO RESIST WIND LOADS IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC. (AISC) 1989 SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS AND THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC. (AISC) 1989 SPECIFICATIONS FOR STRUCTURAL TUBES.
 3. THE TOWER IS DESIGNED TO RESIST SEISMIC LOADS IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC. (AISC) 1989 SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS AND THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC. (AISC) 1989 SPECIFICATIONS FOR STRUCTURAL TUBES.
 4. THE TOWER IS DESIGNED TO RESIST THE WEIGHT OF THE TOWER AND THE WEIGHT OF THE EQUIPMENT TO BE MOUNTED THEREON.
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3 GENERAL NOTES

SITE R-033
 CONCRETE

PAL Telecom Group
 1989

NO.	DESCRIPTION	QUANTITY	UNIT
1	CONCRETE		
2	STEEL		
3	WELDS		
4	PAINT		

ELEVATION
A-1